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प्राधिकार से प्रकाशित
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सं. 03] नई दिल्ली, जनवरी 26—फरवरी —1, 2025, शनिवार/ माघ 6—माघ 12, 1946
No. 03] NEW DELHI, JANUARY 26,—FEBRUARY—1, 2025, SATURDAY/MAGHA 6—MAGHA 12, 1946

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह पृथक संकलन के रूप में रखा जा सके
Separate Paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)
PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं
Statutory Orders and Notifications Issued by the Ministries of the Government of India
(Other than the Ministry of Defence)

विदेश मन्त्रालय

(सी.पी.वी. प्रभाग)

नई दिल्ली, 27 जनवरी, 2025

का.आ. 131.—राजनयिक और कौंसुलीय अधिकारी (शपथ एवं फीस) के अधिनियम, 1948 की धारा 2 के खंड (क) के अनुसरण में वैधानिक आदेश।

एतद्द्वारा, केंद्र सरकार भारतीय दूतावास, पेरिस, में शुभोदीप विश्वास, सहायक अनुभाग अधिकारी, को जनवरी 27, 2025 से सहायक कांसुलर अधिकारी के रूप में कांसुलर सेवाओं का निर्वहन करने के लिए अधिकृत करती है।

[फा. सं. टी. 4330/01/2025(02)]

एस.आर.एच. फहमी, निदेशक (सीपीवी)

MINISTRY OF EXTERNAL AFFAIRS**(CPV Division)**

New Delhi, the 27th January, 2025

S.O. 131.—Statutory Order in pursuance of clause (a) of the Section 2 of the Diplomatic and Consular Officers (Oaths and fees) Act, 1948 (41 of 1048), the Central Government hereby appoints Shri Shubhdeep Biswas, Assistant Section Officer, in the Embassy of India, Paris as Assistant Consular Officer to perform Consular services with effect from January 27, 2025.

[F. No. T.4330/01/2025(02)]

S.R.H. FAHMI, Director (CPV)

पेट्रोलियम और प्राकृतिक गैस मंत्रालय

नई दिल्ली, 27 जनवरी, 2025

का.आ. 132.—केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि पेट्रोलियम पदार्थ परिवहन के लिए हिन्दुस्तान पेट्रोलियम कॉर्पोरेशन लिमिटेड द्वारा विसाख (आन्ध्र प्रदेश) से रायपुर (छत्तीसगढ़) पाइपलाइन बिछाई जानी चाहिए ;

और केन्द्रीय सरकार को ऐसी पाइपलाइन विशाखपट्टणम जिला, आन्ध्र प्रदेश राज्य में बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि ऐसी भूमि में जो इस से उपाबद्ध अनुसूची में वर्णित है और जिसमें उक्त पाइपलाइन बिछाए जाने का प्रस्ताव है, उपयोग के अधिकार का अर्जन किया जाए ;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है ;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको इस अधिसूचना से युक्त भारत के राजपत्र की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती है, इक्कीस दिन के भीतर भूमि के नीचे पाइपलाइन बिछाए जाने के लिए उस में उपयोग के अधिकार के अर्जन के सम्बन्ध में सक्षम प्राधिकारी, विसाख - रायपुर पाइपलाइन परियोजना, हिन्दुस्तान पेट्रोलियम कॉर्पोरेशन लिमिटेड, भारत सरकार का उपक्रम, वीआर-ए टी पी क्षेत्र, नवल बेस पोस्ट, विशाखापत्तनम-530014. को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची

जिला: विशाखपट्टणम			राज्य: आन्ध्र प्रदेश		
क्रम संख्या	गाँव का नाम	मंडल का नाम	सर्वे संख्या	क्षेत्रफल	
				एकड़	सेन्ट्स
1	2	3	4	5	6
1	1. पुल्लमबोटलपालेम-50	गोपालपट्टणम	15	00	41
2	2. नरव-17	पेंदुर्ती	410	00	13
3			482	00	18
4			413	00	01
5			414	00	02
6	3. जेरीपोतुपालेम-35	पेंदुर्ती	76	01	90

7			10	00	59
8			52	00	59
9			72	00	48
10			19	00	62
11			17	00	17
12			16	00	37
13			13	00	36
14			14	00	50
15			68	00	28
16			70	00	63
17			51	00	07
18			50	00	34
19			49	00	20
20			21	00	61
21			25	00	34
22			26	00	13
23			20	00	18
24			15	00	71
25			9	00	61
26	4. चीतगटल-37	पेंदुर्ती	60	00	28
27			61	00	20
28			59	01	08
29			66	00	01
30			67	00	55
31	5. पिन्नागडी-7/1	पेंदुर्ती	164	00	53
32			163	00	17
33			162	00	09
34			172	00	05
35			173	00	29
36			188	00	65
37			189	00	34
38			190	00	40
39			191	00	14
40			159	00	53

41			153	00	17
42			154	00	72
43			155	00	02
44			152	00	01
45			126	00	01
46			122	00	06
47			125	00	44
48			118	00	07
49			131	00	80
50			133	00	16
51			136	00	41
52			135	00	04
53			146	00	23
54			145	02	86
55			17	00	01
56			5	00	11
57			7	02	52
58	6. गरपल्ले-1	पेंदुर्ती	13	01	02
59			10	00	79

[फा. सं. आर-11025(11)/12/2018-ओआर-1/ई-25587]

एस.एस.सिंह, अवर सचिव

MINISTRY OF PETROLEUM AND NATURAL GAS

New Delhi, the 27th January, 2025

S.O. 132.—Whereas, it appears to the Central Government that it is necessary in the public interest that for the transportation of Petroleum Product from Visakha (Andhra Pradesh) to Raipur (Chhattisgarh) Pipeline should be laid by Hindustan Petroleum Corporation Limited.

And whereas, it appears to the Central Government that for the purpose of laying the said pipeline, it is necessary to acquire the Right of User in the land under which the said pipeline is proposed to be laid at Visakhapatnam District in Andhra Pradesh State, which is described in the Schedule annexed to this notification;

Now, therefore in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person interested in the land described in the said schedule may, within twenty one days from the date on which the copies of the Gazette of India containing this notification are made available to the general public, object in writing to the acquisition of the right of user therein for laying of the pipeline under the land to The Competent Authority, Visakha – Raipur Pipeline Project, Hindustan Petroleum Corporation Limited, Government of India Enterprises, VR-ATP Area, Naval Base Post, Visakhapatnam-530014, Andhra Pradesh.

SCHEDULE

District: Visakhapatnam				State: Andhra Pradesh	
Sl. No.	Name of Village	Name of Mandal	Survey No.	Area	
				Acres	Cents
1	2	3	4	5	6
1	1. Pullambhotlapalem-50	Gopalapatnam	15	00	41
2	2. Narava-17	Pendurthi	410	00	13
3			482	00	18
4			413	00	01
5			414	00	02
6	3. Jerripotulapalem-35	Pendurthi	76	01	90
7			10	00	59
8			52	00	59
9			72	00	48
10			19	00	62
11			17	00	17
12			16	00	37
13			13	00	36
14			14	00	50
15			68	00	28
16			70	00	63
17			51	00	07
18			50	00	34
19			49	00	20
20			21	00	61
21			25	00	34
22			26	00	13
23			20	00	18
24			15	00	71
25			9	00	61
26	4. Chintagatla-37	Pendurthi	60	00	28
27			61	00	20
28			59	01	08
29			66	00	01
30			67	00	55
31	5. Pinnagadi-7/1	Pendurthi	164	00	53
32			163	00	17
33			162	00	09
34			172	00	05
35			173	00	29

36			188	00	65
37			189	00	34
38			190	00	40
39			191	00	14
40			159	00	53
41			153	00	17
42			154	00	72
43			155	00	02
44			152	00	01
45			126	00	01
46			122	00	06
47			125	00	44
48			118	00	07
49			131	00	80
50			133	00	16
51			136	00	41
52			135	00	04
53			146	00	23
54			145	02	86
55			17	00	01
56			5	00	11
57			7	02	52
58	6. Gorapalle-1	Pendurthi	13	01	02
59			10	00	79

[F. No. R-11025(11)/12/2018-OR-I/E-25587]

S. S. SINGH, Under Secy.

नई दिल्ली, 27 जनवरी, 2025

का.आ. 133.—केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि पेट्रोलियम पदार्थ परिवहन के लिए हिन्दुस्तान पेट्रोलियम कॉर्पोरेशन लिमिटेड द्वारा विसाख (आन्ध्र प्रदेश) से रायपुर (छत्तीसगढ़) पाइपलाइन बिछाई जानी चाहिए ;

और केन्द्रीय सरकार को ऐसी पाइपलाइन अनकपल्ली जिला, आन्ध्र प्रदेश राज्य में बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि ऐसी भूमि में जो इस से उपाबद्ध अनुसूची में वर्णित है और जिसमें उक्त पाइपलाइन बिछाए जाने का प्रस्ताव है, उपयोग के अधिकार का अर्जन किया जाए ;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है ;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको इस अधिसूचना से युक्त भारत के राजपत्र की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती है, इक्कीस दिन के भीतर भूमि के नीचे पाइपलाइन बिछाए जाने के लिए उस में उपयोग के अधिकार के अर्जन के सम्बन्ध में सक्षम प्राधिकारी, विसाख - रायपुर पाइपलाइन परियोजना, हिन्दुस्तान पेट्रोलियम कॉर्पोरेशन लिमिटेड, भारत सरकार का उपक्रम, वीआर-ए टी पी क्षेत्र, नवल बेस पोस्ट, विशाखापत्तनम-530014. को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची

जिला: अनकपल्ली			राज्य: आन्ध्र प्रदेश		
क्रम संख्या	गाँव का नाम	मंडल का नाम	सर्वे संख्या	क्षेत्रफल	
				एकड़	सेन्ट्स
1	2	3	4	5	6
1	1.चींतिगटल अग्रहारम-24	सब्बावरम	42	00	78
2			41	00	02
3			39	00	35
4			38	00	27
5			31	00	29
6			32	00	06
7			29	00	21
8			33	00	21
9			25	00	34
10			22	00	40
11			5	00	04
12			23	00	22
13	2. अमृतपुरम-23	सब्बावरम	180	00	25
14			175	00	32
15			173	00	74
16			176	00	02
17			146	00	19
18			169	00	17
19			150	00	11
20			147	00	06
21			149	00	27

22			424	00	44
23			148	00	01
24			423	00	57
25			153	00	44
26			141	00	40
27			131	00	24
28			134	00	11
29			132	00	04
30			133	00	09
31			45	00	28
32			46	00	11
33			49	00	37
34			419	00	43
35			43	01	00
36			40	00	16
37			19	00	03
38			17	00	58
39			18	00	01
40			14	00	05
41			13	00	33
42	3. मोगलीपुरम-4	सब्बावरम	189	00	01
43			188	00	20
44			187	00	20
45			186	00	25
46			185	00	25
47			133	00	38
48			130	00	57
49			129	00	60

[फा. सं. आर-11025(11)/12/2018-ओआर-1/ई-25587]

एस.एस.सिंह, अवर सचिव

New Delhi, the 27th January, 2025

S.O. 133.—Whereas, it appears to the Central Government that it is necessary in the public interest that for the transportation of Petroleum Product from Visakha (Andhra Pradesh) to Raipur (Chhattisgarh) Pipeline should be laid by Hindustan Petroleum Corporation Limited.

And whereas, it appears to the Central Government that for the purpose of laying the said pipeline, it is necessary to acquire the Right of User in the land under which the said pipeline is proposed to be laid at Anakapalli District in Andhra Pradesh State, which is described in the Schedule annexed to this notification;

Now, therefore in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person interested in the land described in the said schedule may, within twenty one days from the date on which the copies of the Gazette of India containing this notification are made available to the general public, object in writing to the acquisition of the right of user therein for laying of the pipeline under the land to The Competent Authority, Visakha – Raipur Pipeline Project, Hindustan Petroleum Corporation Limited, Government of India Enterprises, VR-ATP Area, Naval Base Post, Visakhapatnam-530014, Andhra Pradesh.

SCHEDULE

District: Anakapalli				State: Andhra Pradesh	
Sl. No.	Name of Village	Name of Mandal	Survey No.	Area	
				Acres	Cents
1	2	3	4	5	6
1	1. Chintagatla Agraharam-24	Sabbavaram	42	00	78
2			41	00	02
3			39	00	35
4			38	00	27
5			31	00	29
6			32	00	06
7			29	00	21
8			33	00	21
9			25	00	34
10			22	00	40
11			5	00	04
12			23	00	22
13	2. Amrutapuram-23	Sabbavaram	180	00	25
14			175	00	32
15			173	00	74
16			176	00	02
17			146	00	19
18			169	00	17
19			150	00	11
20			147	00	06
21			149	00	27
22			424	00	44
23			148	00	01

24			423	00	57
25			153	00	44
26			141	00	40
27			131	00	24
28			134	00	11
29			132	00	04
30			133	00	09
31			45	00	28
32			46	00	11
33			49	00	37
34			419	00	43
35			43	01	00
36			40	00	16
37			19	00	03
38			17	00	58
39			18	00	01
40			14	00	05
41			13	00	33
42	3. Mogalipuram-4	Sabbavaram	189	00	01
43			188	00	20
44			187	00	20
45			186	00	25
46			185	00	25
47			133	00	38
48			130	00	57
49			129	00	60

[F. No. R-11025(11)/12/2018-OR-I/E-25587]

S. S. SINGH, Under Secy.

नई दिल्ली, 27 जनवरी, 2025

का.आ. 134.—केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि पेट्रोलियम पदार्थ परिवहन के लिए हिन्दुस्तान पेट्रोलियम कॉर्पोरेशन लिमिटेड द्वारा विसाख (आन्ध्र प्रदेश) से रायपुर (छत्तीसगढ़) पाइपलाइन बिछाई जानी चाहिए ;

और केन्द्रीय सरकार को ऐसी पाइपलाइन विजयनगरम जिला, आन्ध्र प्रदेश राज्य में बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि ऐसी भूमि में जो इस से उपाबद्ध अनुसूची में वर्णित है और जिसमें उक्त पाइपलाइन बिछाए जाने का प्रस्ताव है, उपयोग के अधिकार का अर्जन किया जाए ;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है ;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको इस अधिसूचना से युक्त भारत के राजपत्र की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती है, इक्कीस दिन के भीतर भूमि के नीचे पाइपलाइन बिछाए जाने के लिए उस में उपयोग के अधिकार के अर्जन के सम्बन्ध में सक्षम प्राधिकारी, विसाख - रायपुर पाइपलाइन परियोजना, हिन्दुस्तान पेट्रोलियम कॉर्पोरेशन लिमिटेड, भारत सरकार का उपक्रम, वी आर-ए टी पी क्षेत्र, नवल बेस पोस्ट, विशाखापत्तनम-530014. को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची

जिला: विजयनगरम			राज्य: आन्ध्र प्रदेश		
क्रम संख्या	गाँव का नाम	मंडल का नाम	सर्वे संख्या	क्षेत्रफल	
				एकड़	सेन्ट्स
1	2	3	4	5	6
1	1. संतापालेम-184	कोत्तवलस	24	00	02
2			25	00	79
3			26	00	11
4			21	00	15
5			20	00	19
6			19	00	73
7			17	00	51
8			16	01	63
9			12	00	55
10	2. देंडेरु-181	कोत्तवलस	49	00	83
11			47	00	67
12			46	00	73
13			41	00	71
14			39	00	42
15			42	00	04
16			17	00	62
17			16	00	29
18			7	00	02
19			8	00	56
20			3	00	53
21			2	00	05
22	3. गुलीवीदड-179	कोत्तवलस	60	00	33
23			61	00	54
24			57	00	28
25			54	00	07

26			55	00	40
27			51	00	61
28			50	00	02
29			44	00	53
30			41	00	21
31			40	00	54
32			39	00	09
33			38	00	66
34			22	00	11
35			24	00	68
36			25	00	40
37			1	00	02
38			27	00	40
39	4. चीपूरुवलसा-178	कोत्तवलस	95	00	83
40			97	00	28
41			98	00	48
42			106	00	55
43			42	00	13
44			41	00	55
45			108	00	23
46			109	00	33
47			110	00	18
48			112	00	24
49			113	00	95
50			116	00	13
51	5. सुदरय्यापेटा-167	कोत्तवलस	53	00	18
52			48	00	63
53			47	00	12
54			49	00	17
55			42	00	29
56			41	00	29
57			40	00	45
58			33	00	05
59			21	00	62

60			22	00	20
61			24	00	45
62			25	00	06
63			7	00	48
64			26	00	42
65			4	00	44
66	6. वीरभद्र पुरम-168	कोत्तवलस	67	00	33
67			66	00	37
68			65	00	56
69			58	00	30
70			63	00	29
71			59	00	45
72			61	00	77
73			27	00	20
74	7. देवड-163	कोत्तवलस	181	00	63
75			180	00	84
76			179	00	18
77			176	00	18
78			178	00	06
79			177	00	02
80			156	00	03
81			159	00	14
82			157	00	47
83			155	00	19
84			152	00	54
85			154	00	35
86	8. नरपम-169	कोत्तवलस	91	00	30
87			88	00	32
88			89	00	10
89			5	00	42
90			4	00	23
91			8	00	31
92			9	00	23
93			10	00	05

94			1	00	44
95	9. तामरपल्ली-162	लक्कवरपुकोटा	74	00	21
96			228	00	62
97			195	00	28
98			196	00	70
99			201	00	79
100			226	00	06
101			225	00	11
102			223	00	11
103			224	00	73
104			210	00	06
105			212	00	15
106			211	00	48
107			209	00	02
108			138	00	29
109			137	00	49
110			136	00	07
111			134	00	40
112			133	00	02
113			131	00	48
114			132	00	29
115			119	00	36
116			45	00	05
117			46	00	16
118			47	00	36
119			31	00	19
120			32	00	14
121			33	00	15
122			29	00	30
123			8	00	49
124			7	00	23
125	10. श्रीरामपुरम-121	लक्कवरपुकोटा	52	00	12
126			51	00	19
127			50	00	27

128			54	00	20
129			49	00	42
130			46	00	57
131			45	00	35
132			43	00	15
133			42	00	40
134			35	00	60
135			31	00	23
136			32	00	52
137			23	00	24
138			24	00	23
139			25	00	14
140			17	00	37
141			16	00	27
142			15	00	44
143			12	00	03
144			11	00	18
145			9	00	66
146			5	00	66
147			4	00	06
148	11. रेलीगौरम्मापेटा-122	लक्कवरपुकोटा	36	00	68
149			38	00	37
150			39	00	18
151			40	00	48
152			27	00	63
153			25	00	04
154			26	00	02
155			23	00	03
156			24	00	69
157	12. मर्लापल्ली-123	लक्कवरपुकोटा	235	00	16
158			236	00	44
159			232	00	61
160			233	00	27
161			231	00	19

162			116	00	24
163			115	00	07
164			113	00	60
165			365	00	13
166			108	00	53
167			366	00	37
168			109	00	35
169			104	00	28
170	13. रंगापुरम-101	लक्कवरपुकोटा	57	00	12
171			58	00	78
172			62	00	44
173			63	00	06
174			50	01	14
175			48	01	23
176			128	00	02
177			45	00	61
178			44	00	62
179			43	00	06
180			11	00	49
181			12	00	34
182			23	00	42
183			24	00	38
184			25	00	81
185			28	00	40
186			29	00	11
187			27	00	59
188			31	00	08
189	14. कुर्मावरम-103	लक्कवरपुकोटा	30	00	46
190			29	00	24
191			76	00	32
192			77	00	02
193			75	00	59
194			74	00	36
195			72	00	27

196			71	00	33
197			70	00	26
198			69	00	35
199			66	00	15
200			68	00	57
201			62	00	05
202			51	00	29
203			52	00	20
204			53	00	55
205			38	00	68
206			46	00	06
207			43	00	03
208			45	00	04
209			44	00	24
210	15. लक्कवरपुकोटा तलारी -104	लक्कवरपुकोटा	61	00	15
211			60	00	31
212			58	00	36
213			56	00	24
214			18	00	61
215			19	00	25
216			21	00	60
217			12	00	34
218			11	00	08
219			134	00	89
220			133	00	03
221			137	00	04
222			136	00	46
223	16. कोट्टयाडा-71	लक्कवरपुकोटा	213	00	34
224			191	00	42
225			192	00	37
226			194	00	15
227			197	00	23
228			201	00	48
229			198	00	40

230			199	00	54
231			183	00	36
232			43	00	02
233			44	00	03
234			45	00	18
235			172	00	17
236			171	00	40
237			66	00	57
238			67	00	24
239			74	00	02
240			64	00	31
241			62	00	82
242			63	00	16
243			61	00	27
244			59	00	46
245			78	00	14
246			80	00	20
247			83	00	38
248			85	00	83
249			87	00	06
250	17. वीरभद्रपेटा-72	लक्कवरपुकोटा	126	00	53
251			125	00	27
252			128	00	84
253			133	00	51
254			132	00	84
255			141	00	05
256			140	00	13
257			145	00	49
258			146	00	29
259	18. जगराम-55	जामी	109	00	62
260			133	00	15
261			132	00	45
262			130	00	08
263			129	00	12

264			125	00	53
265			139	00	02
266			124	00	15
267			123	00	30
268			142	00	37
269			144	00	29
270			145	00	09
271			190	00	20
272			191	00	59
273			188	00	02
274			192	00	05
275			194	00	04
276			195	00	04
277			187	00	02
278	19. तनवरम-49	जामी	184	00	52
279			185	00	29
280			179	00	26
281			178	00	20
282			177	00	42
283			175	00	03
284			169	00	10
285			172	00	46
286			174	00	02
287			173	00	08
288			157	00	41
289			155	00	31
290			128	00	38
291			129	00	36
292			138	00	40
293			137	00	36
294			140	00	30
295			141	00	06
296			66	00	49
297			56	00	48

298			57	00	27
299			54	00	40
300			59	00	35
301			48	00	02
302			60	00	05
303	20. विजिनिगिरी-48	जामी	39	00	29
304			40	00	30
305			77	00	49
306			76	00	18
307			36	00	10
308			78	00	06
309			79	00	45
310			35	00	07
311			13	00	31
312			12	00	08
313			15	00	55
314			20	00	34
315			18	00	55
316			17	00	02
317	21. तंडुंगी-42	जामी	203	00	57
318			204	00	39
319			209	00	53
320			208	00	10
321			171	00	39
322			172	00	55
323			137	00	32
324			138	00	35
325			133	00	46
326			130	00	47
327			125	00	61
328			120	00	50
329			127	00	04
330			118	00	38
331			116	00	36

332			115	00	31
333			114	00	41
334			88	00	19
335			113	00	04
336			89	00	18
337			86	00	09
338	22. कोटूम-41	श्रुंगवरपुकोटा	161	00	59
339			160	00	02
340			158	00	57
341			135	00	26
342			137	00	44
343			118	00	13
344			117	00	02
345			139	00	07
346			140	00	41
347			116	00	09
348			111	00	23
349			112	00	02
350			110	00	28
351			106	00	36
352			105	00	37
353			104	00	18
354			103	00	41
355			98	00	25
356			88	00	55
357			93	00	53
358	23. पेंटा श्रीरामपुरम-66	गन्टयाडा	55	00	48
359			54	00	37
360			48	00	39
361			47	00	46
362			40	00	31
363			41	00	06
364			8	00	65
365			9	00	04

366			3	00	31
367			11	00	38
368			2	00	35
369			12	00	02
370	24. रेगुबिल्ली-67	गन्टयाडा	89	00	32
371			86	00	47
372			83	01	22
373	25. डोंकाडा-64	गन्टयाडा	33	00	50
374			34	00	23
375			32	00	16
376			31	00	19
377			30	00	81
378			29	00	03
379			26	00	04
380			24	00	27
381			23	00	49
382			21	00	37
383			20	00	40
384			17	00	23
385			15	00	02
386			16	00	30
387	26. वासादि-62	गन्टयाडा	115	00	39
388			112	00	04
389			113	00	30
390			114	00	02
391			74	00	34
392			106	00	02
393			105	00	05
394			75	00	04
395			80	00	05
396			86	00	60
397			83	00	65
398			82	00	30
399			33	00	27

400			61	00	06
401			34	00	16
402			60	00	90
403			40	00	29
404			3	00	35
405			41	00	04
406			43	00	29
407			48	00	12
408			45	00	39
409	27. कोंडातामारपल्ली-60	गन्ट्याडा	135	00	61
410			136	00	34
411			138	00	44
412			156	00	09
413			161	00	58
414			158	00	28
415			160	00	02
416			159	00	34
417			110	00	77
418			93	00	75
419			94	00	02
420			84	00	06
421			83	00	65
422			70	00	50
423			63	00	56
424			62	00	19
425			56	00	26
426			55	00	13
427			57	00	47
428			54	00	10
429	28. गिन्जेरु-54	गन्ट्याडा	2	00	09
430			3	00	60
431			5	00	65
432			28	00	23
433			27	00	02

434			29	00	52
435			33	00	17
436			34	00	09
437			32	00	37
438			35	00	38
439	29. पेदमाजीपालेम-53	गन्टयाडा	104	00	51
440			105	00	02
441			103	00	38
442			98	00	33
443			97	00	24
444			96	00	42
445			95	00	36
446			45	00	82
447			44	00	44
448			43	00	48
449			41	00	24
450	30. मरुवाड कोत्तवलस-47	बोंडपल्ले	109	00	72
451			125	00	03
452			110	00	24
453			106	00	26
454			105	00	44
455			112	00	14
456			113	00	12
457			103	00	50
458			102	00	42
459			101	00	21
460			83	00	24
461			81	00	30
462			82	00	05
463			79	00	47
464			73	00	40
465			62	00	48
466			61	00	05
467			55	00	30

468			58	00	12
469			56	00	06
470	31. बुडतनापल्ली राजेरु-34	बोंडपल्ले	220	00	66
471			214	00	82
472			210	00	10
473			211	00	29
474			175	00	29
475			167	00	16
476			168	00	20
477			169	00	30
478			170	00	25
479			171	00	33
480			179	00	18
481			156	00	05
482			154	00	42
483			151	00	45
484			150	00	35
485			148	00	49
486			123	00	35
487			124	00	21
488			125	00	42
489			119	00	12
490			118	00	40
491			77	00	41
492			75	00	07
493			78	00	07
494			81	00	28
495			82	00	38
496			83	00	50
497			95	00	28
498			94	00	49
499			96	00	07
500			93	00	10
501	32. चीन तामरापल्ले-33	बोंडपल्ले	135	00	65

502			119	00	24
503			117	00	46
504			118	00	09
505			115	00	12
506			114	00	41
507			113	00	03
508			110	00	30
509	33. रायिद्रम-36	बोंडपल्ले	167	00	14
510			168	00	36
511			143	00	24
512			144	00	28
513			162	00	04
514			161	00	27
515			159	00	32
516			158	00	30
517			156	00	25
518			15	00	32
519			16	00	05
520			12	00	03
521			17	00	78
522			22	00	41
523			23	00	21
524			25	00	02
525			31	00	33
526			30	00	21
527			33	00	07
528			34	00	27
529	34. कनिमेरक-28	बोंडपल्ले	207	00	52
530			208	00	27
531			209	00	28
532			203	00	23
533			202	00	12
534			201	00	23
535			200	00	25

536			199	00	26
537			289	00	13
538			286	00	42
539			287	00	71
540			185	00	67
541			186	00	62
542			187	00	09
543			176	00	65
544			177	00	14
545			175	00	26
546			1	00	21
547			2	00	18
548	35. गिट्टुपल्ले-29	बोंडपल्ले	169	00	06
549			168	00	41
550			161	00	44
551			162	00	13
552			159	00	05
553			158	00	40
554			157	00	04
555			156	00	20
556			154	00	07
557			155	00	38
558			148	00	47
559			149	00	04
560			119	00	30
561			118	00	19
562			120	00	37
563			113	00	38
564			112	00	42
565			111	00	34
566			108	00	33
567			107	00	28
568			106	00	20
569			105	00	39

570			104	00	27
571			103	00	31
572			102	00	36
573			101	00	54
574			99	00	21
575			97	00	52
576			96	00	02
577	36. देवलपेटा-22	गजपतिनगरम	13	00	57
578	37. पट्टवाड-12	गजपतिनगरम	88	00	53
579			87	00	37
580			94	00	33
581			85	00	06
582			84	00	20
583			78	00	38
584			77	00	47
585			76	00	37
586			75	00	34
587			74	00	14
588			71	00	51
589			72	00	24
590	38. गंगा चोलापेटा-178	गजपतिनगरम	200	00	08
591			201	00	38
592			202	00	24
593			203	00	03
594			183	00	06
595			178	00	16
596			181	00	51
597			180	00	09
598			111	00	37
599			108	00	81
600			105	00	34
601			106	00	03
602			103	00	34
603			98	00	24

604			96	00	42
605			95	00	46
606			91	00	04
607			59	00	07
608			58	00	46
609			57	00	54
610			63	00	26
611			64	00	15
612			65	00	34
613			66	00	05
614			68	00	21
615			76	00	48
616			71	00	10
617			75	00	26
618	39. पाटबग्गम-170	गजपतिनगरम	255	00	05
619			251	00	34
620			252	00	08
621			250	00	08
622			249	00	42
623			247	00	15
624			246	00	34
625			226	00	16
626			227	00	24
627			243	00	10
628			242	00	33
629			238	00	21
630			239	00	08
631			240	00	25
632			177	00	08
633			86	00	32
634			85	00	14
635			89	00	23
636			84	00	09
637			78	00	02

638			79	00	46
639			82	00	18
640			81	00	02
641			72	00	40
642			71	00	10
643			55	00	94
644			49	00	38
645			50	00	19
646			302	00	28
647			303	00	41
648			301	00	49
649	40. बंगारम्मपेटा-175	गजपतिनगरम	111	00	65
650			110	00	03
651			62	00	26
652			58	00	18
653			60	00	32
654			59	00	27
655			65	00	11
656			66	00	56
657			68	00	31
658			76	00	10
659			77	00	73
660			78	00	35
661	41. कोम्पंगी-138	मेंटाड	127	00	15
662			122	00	65
663			123	00	30
664			109	00	52
665			108	00	52
666			106	00	23
667			105	00	50
668	42. मीसालापेट-107	मेंटाड	34	00	29
669			33	00	48
670			35	00	04
671			36	00	03

672			37	00	52
673			19	00	25
674			7	00	51
675			20	00	25
676			1	01	25
677	43. गडवावलस-171	दत्तीराजेरु	49	00	66
678			47	00	08
679	44. लक्ष्मीपुरम-197	दत्तीराजेरु	24	00	29
680			23	00	02
681			22	00	44
682			12	00	14
683			13	00	18
684			6	00	26
685			15	00	37
686	45. चीन्नाचमालपल्ले-195	दत्तीराजेरु	90	00	46
687			91	00	27
688			92	00	32
689			95	00	24
690			94	00	55
691	46. इंगीलपल्ली-173	दत्तीराजेरु	203	00	61
692			202	00	44
693			201	00	05
694			194	00	20
695			195	00	35
696			177	00	02
697			169	00	27
698			176	00	06
699			173	00	80
700			172	00	51
701			158	00	21
702			157	00	46
703			156	00	40
704			155	00	36
705			154	00	04

706			136	00	35
707			137	00	54
708			134	00	35
709			138	00	45
710			139	00	47
711			122	00	06
712			111	00	30
713			110	00	45
714			113	00	30
715			109	00	34
716			108	00	45
717			106	00	15
718	47. कोमाटीपल्ले-204	दत्तीराजेरु	7	00	20
719			12	00	06
720			11	00	56
721			14	00	11
722			30	00	08
723			39	00	24
724			37	00	42
725			36	00	36
726	48. मरडम-187	दत्तीराजेरु	346	00	60
727			345	00	03
728			348	00	39
729			359	00	35
730			338	00	39
731			360	00	45
732			336	00	40
733			333	00	26
734			334	00	40
735			231	00	32
736			230	00	08
737			220	00	20
738			221	00	10
739			219	00	23

740			208	00	57
741			206	00	58
742			205	00	42
743			203	00	15
744			200	00	60
745			195	00	07
746			193	00	15
747			194	00	06
748			96	00	24
749			97	00	45
750			100	00	29
751			99	00	27
752			102	00	02
753			103	00	59
754			112	00	38
755			113	00	21
756			114	00	28
757			122	00	41
758			118	00	02
759			123	00	41
760			124	00	63
761			17	00	36
762			16	00	89
763			13	00	17
764			12	00	27
765			9	00	05
766			8	00	21
767			7	00	40
768			6	00	59
769	49. कोरपा कोत्तावलसा-180	दत्तीराजेरु	118	00	28
770			117	00	13
771			120	00	78
772			122	00	34
773			123	00	44

774			127	00	21
775			188	00	12
776			147	00	39
777			148	00	02
778			146	00	38
779			149	00	26
780			150	00	44
781			151	00	42
782			157	00	48
783			158	00	07
784			159	00	20
785			161	00	05
786			160	00	07
787	50. कोरपा-177	दत्तीराजेरु	147	00	56
788	51. पापल लींगलवलसा-173	दत्तीराजेरु	65	00	30
789			64	00	04
790			62	00	29
791			61	00	32
792			60	00	33
793			56	00	41
794			57	00	94
795			45	00	48
796			33	00	68
797			32	00	60
798			12	00	04
799			10	00	25
800			11	00	07
801			250	00	10
802			249	00	63
803			14	00	34
804			15	00	02
805			16	00	76
806			170	00	28
807			171	00	59

808			173	00	16
809	52. विसग्रमा-174	बडंगी	186	00	97
810			184	00	30
811			183	00	11
812			181	00	21
813			179	00	33
814	53. कोडुरु-171	बडंगी	311	00	45
815			322	00	56
816			323	00	07
817			306	00	02
818			305	00	51
819			303	00	48
820			301	00	71
821			292	00	52
822			293	00	09
823			291	00	31
824			290	00	46
825			286	00	38
826			287	00	23
827			270	00	10
828			267	00	67
829			261	00	45
830			262	00	23
831			258	00	03
832			253	00	29
833			199	00	52
834			255	00	34
835			254	00	34
836			206	00	65
837			256	00	02
838			205	00	46
839			204	00	27
840			51	00	07
841			164	00	47

842			60	00	45
843			163	00	20
844			64	00	45
845			161	00	30
846			98	00	34
847			96	00	15
848			92	00	30
849			93	00	24
850			95	00	07
851			94	00	23
852	54. रामचंद्रपुरम-128	बडंगी	19	00	39
853			18	00	05
854			20	00	08
855			23	00	14
856			24	00	18
857			26	00	52
858			25	00	65
859			6	00	09
860			5	00	27
861			4	00	14
862	55. पुदीबलसा-129	बडंगी	40	00	11
863			41	00	55
864			45	00	17
865			54	00	32
866			57	00	40
867			56	00	54
868	56. मल्लमपेट-127	बडंगी	105	00	18
869			104	00	70
870			106	01	40
871			96	00	19
872			107	00	31
873			95	00	31
874			94	00	36
875			93	00	26

876			85	00	04
877			86	00	03
878			84	00	02
879			58	00	34
880			59	00	33
881			56	00	23
882			55	00	32
883			50	00	33
884			118	00	40
885			119	00	16
886			49	00	50
887			48	00	08
888	57. पल्लेरू-126	बडंगी	220	00	06
889			221	00	41
890			247	00	41
891			260	00	35
892			259	00	18
893			258	00	55
894			261	00	45
895			263	00	32
896			265	00	35
897			268	00	51
898			269	00	33
899			275	00	10
900			274	00	16
901			273	00	70
902			292	00	06
903			294	00	63
904			293	00	17
905			295	00	41
906			311	00	41
907			312	00	18
908			310	00	38
909			1	00	99

910	58. अलजंगी-113	बोब्बिली	336	00	53
911			338	00	20
912			339	00	47
913			343	00	81
914			344	00	56
915			345	00	30
916			347	00	35
917			321	00	12
918			322	00	47
919			316	00	21
920			315	00	33
921			311	00	35
922			312	00	08
923			309	00	14
924			306	00	21
925			307	00	46
926			308	00	06
927			301	00	39
928			302	01	34
929			281	00	06
930			283	00	45
931			284	00	28
932			287	00	41
933			286	00	30
934	59. यंबन्नवलस-112	बोब्बिली	103	00	27
935			104	00	70
936			106	00	31
937			107	00	37
938			108	00	10
939			110	00	40
940			111	00	68
941			112	00	56
942	60. पीरिडी-96	बोब्बिली	342	00	18
943			341	00	14

944			343	00	12
945			344	00	33
946			345	00	11
947			346	00	56
948			378	00	63
949			376	00	46
950			375	00	08
951			364	00	55
952			365	00	16
953			138	00	03
954			137	00	31
955			136	00	41
956			139	00	02
957			140	00	16
958			132	00	23
959			130	00	30
960			131	00	58
961			124	00	13
962			123	00	70
963	61. कोंडदेवुपल्ले-110	बोब्बिली	2	00	02
964	62. कम्मावलस-99	बोब्बिली	48	00	73
965			49	00	62
966			44	00	41
967			50	00	23
968			43	00	46
969			52	00	30
970			53	00	65
971			55	00	25
972			34	00	29
973			33	00	44
974			16	00	44
975			31	00	11
976			29	00	57
977			28	00	57

978			27	00	67
979			20	00	04
980			22	00	47
981			21	00	18
982	63. रामडूवलस-48	बोब्बिली	12	00	32
983			13	00	77
984			14	00	31
985			8	00	09
986			5	00	63
987			6	00	45
988			2	00	62
989			1	00	84
990			44	00	27
991			45	00	15
992			47	00	44
993	64. चीताडा-49	बोब्बिली	496	00	05
994			495	00	62
995			494	00	30
996			493	00	08
997			176	00	71
998			177	00	42
999			192	00	07
1000			178	00	28
1001			171	00	06
1002			170	00	48
1003			179	00	02
1004			180	00	10
1005			182	00	50
1006			181	00	02
1007			183	00	31
1008			157	00	04
1009			156	00	26
1010			154	00	60
1011			149	01	10

1012			150	00	02
1013			151	00	13
1014			472	00	28
1015			471	00	58
1016			104	00	55
1017			108	00	57
1018			470	00	39
1019			469	00	37
1020			103	00	81
1021			464	00	48

[फा. सं. आर-11025(11)/12/2018-ओआर-1/ई-25587]

एस.एस.सिंह, अवर सचिव

New Delhi, the 27th January, 2025

S.O. 134.—Whereas, it appears to the Central Government that it is necessary in the public interest that for the transportation of Petroleum Product from Visakha (Andhra Pradesh) to Raipur (Chhattisgarh) Pipeline should be laid by Hindustan Petroleum Corporation Limited.

And whereas, it appears to the Central Government that for the purpose of laying the said pipeline, it is necessary to acquire the Right of User in the land under which the said pipeline is proposed to be laid at Vizianagaram District in Andhra Pradesh State, which is described in the Schedule annexed to this notification;

Now, therefore in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person interested in the land described in the said schedule may, within twenty one days from the date on which the copies of the Gazette of India containing this notification are made available to the general public, object in writing to the acquisition of the right of user therein for laying of the pipeline under the land to The Competent Authority, Visakha – Raipur Pipeline Project, Hindustan Petroleum Corporation Limited, Government of India Enterprises, VR-ATP Area, Naval Base Post, Visakhapatnam-530014, Andhra Pradesh.

SCHEDULE

District: Vizianagaram				State: Andhra Pradesh	
Sl. No.	Name of Village	Name of Mandal	Survey No.	Area	
				Acres	Cents
1	2	3	4	5	6
1	1. Santapalem-184	Kothavalasa	24	00	02
2			25	00	79
3			26	00	11
4			21	00	15
5			20	00	19
6			19	00	73
7			17	00	51
8			16	01	63
9			12	00	55
10	2. Denderu-181	Kothavalasa	49	00	83
11			47	00	67

12			46	00	73
13			41	00	71
14			39	00	42
15			42	00	04
16			17	00	62
17			16	00	29
18			7	00	02
19			8	00	56
20			3	00	53
21			2	00	05
22	3. Gulivida - 179	Kothavalasa	60	00	33
23			61	00	54
24			57	00	28
25			54	00	07
26			55	00	40
27			51	00	61
28			50	00	02
29			44	00	53
30			41	00	21
31			40	00	54
32			39	00	09
33			38	00	66
34			22	00	11
35			24	00	68
36			25	00	40
37			1	00	02
38			27	00	40
39	4. Chipuruvalasa-178	Kothavalasa	95	00	83
40			97	00	28
41			98	00	48
42			106	00	55
43			42	00	13
44			41	00	55
45			108	00	23
46			109	00	33
47			110	00	18
48			112	00	24
49			113	00	95
50			116	00	13
51	5. Sundarayyapeta-167	Kothavalasa	53	00	18
52			48	00	63
53			47	00	12
54			49	00	17
55			42	00	29
56			41	00	29
57			40	00	45
58			33	00	05
59			21	00	62

60			22	00	20
61			24	00	45
62			25	00	06
63			7	00	48
64			26	00	42
65			4	00	44
66	6. Virabhadra Puram-168	Kothavalasa	67	00	33
67			66	00	37
68			65	00	56
69			58	00	30
70			63	00	29
71			59	00	45
72			61	00	77
73			27	00	20
74	7. Devada-163	Kothavalasa	181	00	63
75			180	00	84
76			179	00	18
77			176	00	18
78			178	00	06
79			177	00	02
80			156	00	03
81			159	00	14
82			157	00	47
83			155	00	19
84			152	00	54
85			154	00	35
86	8. Narapam-169	Kothavalasa	91	00	30
87			88	00	32
88			89	00	10
89			5	00	42
90			4	00	23
91			8	00	31
92			9	00	23
93			10	00	05
94			1	00	44
95	9. Tamarapalli-162	Lakkavarapukota	74	00	21
96			228	00	62
97			195	00	28
98			196	00	70
99			201	00	79
100			226	00	06
101			225	00	11
102			223	00	11
103			224	00	73
104			210	00	06
105			212	00	15
106			211	00	48

107			209	00	02
108			138	00	29
109			137	00	49
110			136	00	07
111			134	00	40
112			133	00	02
113			131	00	48
114			132	00	29
115			119	00	36
116			45	00	05
117			46	00	16
118			47	00	36
119			31	00	19
120			32	00	14
121			33	00	15
122			29	00	30
123			8	00	49
124			7	00	23
125	10. Srirampuram-121	Lakkavarapukota	52	00	12
126			51	00	19
127			50	00	27
128			54	00	20
129			49	00	42
130			46	00	57
131			45	00	35
132			43	00	15
133			42	00	40
134			35	00	60
135			31	00	23
136			32	00	52
137			23	00	24
138			24	00	23
139			25	00	14
140			17	00	37
141			16	00	27
142			15	00	44
143			12	00	03
144			11	00	18
145			9	00	66
146			5	00	66
147			4	00	06
148	11. Relligaurammapeta-122	Lakkavarapukota	36	00	68
149			38	00	37
150			39	00	18
151			40	00	48
152			27	00	63
153			25	00	04
154			26	00	02

155			23	00	03
156			24	00	69
157	12. Marlapalli-123	Lakkavarapukota	235	00	16
158			236	00	44
159			232	00	61
160			233	00	27
161			231	00	19
162			116	00	24
163			115	00	07
164			113	00	60
165			365	00	13
166			108	00	53
167			366	00	37
168			109	00	35
169			104	00	28
170	13. Rangapuram-101	Lakkavarapukota	57	00	12
171			58	00	78
172			62	00	44
173			63	00	06
174			50	01	14
175			48	01	23
176			128	00	02
177			45	00	61
178			44	00	62
179			43	00	06
180			11	00	49
181			12	00	34
182			23	00	42
183			24	00	38
184			25	00	81
185			28	00	40
186			29	00	11
187			27	00	59
188			31	00	08
189	14. Kurmavaram-103	Lakkavarapukota	30	00	46
190			29	00	24
191			76	00	32
192			77	00	02
193			75	00	59
194			74	00	36
195			72	00	27
196			71	00	33
197			70	00	26
198			69	00	35
199			66	00	15
200			68	00	57
201			62	00	05

202			51	00	29
203			52	00	20
204			53	00	55
205			38	00	68
206			46	00	06
207			43	00	03
208			45	00	04
209			44	00	24
210	15. Lakkavarapukota Talari- 104	Lakkavarapukota	61	00	15
211			60	00	31
212			58	00	36
213			56	00	24
214			18	00	61
215			19	00	25
216			21	00	60
217			12	00	34
218			11	00	08
219			134	00	89
220			133	00	03
221			137	00	04
222			136	00	46
223	16. Kotyada-71	Lakkavarapukota	213	00	34
224			191	00	42
225			192	00	37
226			194	00	15
227			197	00	23
228			201	00	48
229			198	00	40
230			199	00	54
231			183	00	36
232			43	00	02
233			44	00	03
234			45	00	18
235			172	00	17
236			171	00	40
237			66	00	57
238			67	00	24
239			74	00	02
240			64	00	31
241			62	00	82
242			63	00	16
243			61	00	27
244			59	00	46
245			78	00	14
246			80	00	20
247			83	00	38
248			85	00	83
249			87	00	06

250	17. Virabhadrapeta-72	Lakkavarapukota	126	00	53
251			125	00	27
252			128	00	84
253			133	00	51
254			132	00	84
255			141	00	05
256			140	00	13
257			145	00	49
258			146	00	29
259	18. Jagaram-55	Jami	109	00	62
260			133	00	15
261			132	00	45
262			130	00	08
263			129	00	12
264			125	00	53
265			139	00	02
266			124	00	15
267			123	00	30
268			142	00	37
269			144	00	29
270			145	00	09
271			190	00	20
272			191	00	59
273			188	00	02
274			192	00	05
275			194	00	04
276			195	00	04
277			187	00	02
278	19. Tanavaram-49	Jami	184	00	52
279			185	00	29
280			179	00	26
281			178	00	20
282			177	00	42
283			175	00	03
284			169	00	10
285			172	00	46
286			174	00	02
287			173	00	08
288			157	00	41
289			155	00	31
290			128	00	38
291			129	00	36
292			138	00	40
293			137	00	36
294			140	00	30
295			141	00	06
296			66	00	49

297			56	00	48
298			57	00	27
299			54	00	40
300			59	00	35
301			48	00	02
302			60	00	05
303	20. Vizinigiri-48	Jami	39	00	29
304			40	00	30
305			77	00	49
306			76	00	18
307			36	00	10
308			78	00	06
309			79	00	45
310			35	00	07
311			13	00	31
312			12	00	08
313			15	00	55
314			20	00	34
315			18	00	55
316			17	00	02
317	21. Tandurangi-42	Jami	203	00	57
318			204	00	39
319			209	00	53
320			208	00	10
321			171	00	39
322			172	00	55
323			137	00	32
324			138	00	35
325			133	00	46
326			130	00	47
327			125	00	61
328			120	00	50
329			127	00	04
330			118	00	38
331			116	00	36
332			115	00	31
333			114	00	41
334			88	00	19
335			113	00	04
336			89	00	18
337			86	00	09
338	22. Kottam-41	Srungavarapukota	161	00	59
339			160	00	02
340			158	00	57
341			135	00	26
342			137	00	44
343			118	00	13
344			117	00	02

345			139	00	07
346			140	00	41
347			116	00	09
348			111	00	23
349			112	00	02
350			110	00	28
351			106	00	36
352			105	00	37
353			104	00	18
354			103	00	41
355			98	00	25
356			88	00	55
357			93	00	53
358	23. Penta Srirampuram-66	Gantyada	55	00	48
359			54	00	37
360			48	00	39
361			47	00	46
362			40	00	31
363			41	00	06
364			8	00	65
365			9	00	04
366			3	00	31
367			11	00	38
368			2	00	35
369			12	00	02
370	24. Regubili-67	Gantyada	89	00	32
371			86	00	47
372			83	01	22
373	25. Donkada-64	Gantyada	33	00	50
374			34	00	23
375			32	00	16
376			31	00	19
377			30	00	81
378			29	00	03
379			26	00	04
380			24	00	27
381			23	00	49
382			21	00	37
383			20	00	40
384			17	00	23
385			15	00	02
386			16	00	30
387	26. Vasadi-62	Gantyada	115	00	39
388			112	00	04
389			113	00	30
390			114	00	02
391			74	00	34

392			106	00	02
393			105	00	05
394			75	00	04
395			80	00	05
396			86	00	60
397			83	00	65
398			82	00	30
399			33	00	27
400			61	00	06
401			34	00	16
402			60	00	90
403			40	00	29
404			3	00	35
405			41	00	04
406			43	00	29
407			48	00	12
408			45	00	39
409	27. Kondatamarapalli-60	Gantyada	135	00	61
410			136	00	34
411			138	00	44
412			156	00	09
413			161	00	58
414			158	00	28
415			160	00	02
416			159	00	34
417			110	00	77
418			93	00	75
419			94	00	02
420			84	00	06
421			83	00	65
422			70	00	50
423			63	00	56
424			62	00	19
425			56	00	26
426			55	00	13
427			57	00	47
428			54	00	10
429	28. Ginjeru-54	Gantyada	2	00	09
430			3	00	60
431			5	00	65
432			28	00	23
433			27	00	02
434			29	00	52
435			33	00	17
436			34	00	09
437			32	00	37
438			35	00	38
439	29. Pedamajipalem-53	Gantyada	104	00	51

440			105	00	02
441			103	00	38
442			98	00	33
443			97	00	24
444			96	00	42
445			95	00	36
446			45	00	82
447			44	00	44
448			43	00	48
449			41	00	24
450	30. Maruvada Kottavalasa-47	Bondapalle	109	00	72
451			125	00	03
452			110	00	24
453			106	00	26
454			105	00	44
455			112	00	14
456			113	00	12
457			103	00	50
458			102	00	42
459			101	00	21
460			83	00	24
461			81	00	30
462			82	00	05
463			79	00	47
464			73	00	40
465			62	00	48
466			61	00	05
467			55	00	30
468			58	00	12
469			56	00	06
470	31. Budatanapalle raju-34	Bondapalle	220	00	66
471			214	00	82
472			210	00	10
473			211	00	29
474			175	00	29
475			167	00	16
476			168	00	20
477			169	00	30
478			170	00	25
479			171	00	33
480			179	00	18
481			156	00	05
482			154	00	42
483			151	00	45
484			150	00	35
485			148	00	49
486			123	00	35

487			124	00	21
488			125	00	42
489			119	00	12
490			118	00	40
491			77	00	41
492			75	00	07
493			78	00	07
494			81	00	28
495			82	00	38
496			83	00	50
497			95	00	28
498			94	00	49
499			96	00	07
500			93	00	10
501	32. Chinatamarapalle-33	Bondapalle	135	00	65
502			119	00	24
503			117	00	46
504			118	00	09
505			115	00	12
506			114	00	41
507			113	00	03
508			110	00	30
509	33. Rayidram-36	Bondapalle	167	00	14
510			168	00	36
511			143	00	24
512			144	00	28
513			162	00	04
514			161	00	27
515			159	00	32
516			158	00	30
517			156	00	25
518			15	00	32
519			16	00	05
520			12	00	03
521			17	00	78
522			22	00	41
523			23	00	21
524			25	00	02
525			31	00	33
526			30	00	21
527			33	00	07
528			34	00	27
529	34. Kanimeraka-28	Bondapalle	207	00	52
530			208	00	27
531			209	00	28
532			203	00	23
533			202	00	12
534			201	00	23

535			200	00	25
536			199	00	26
537			289	00	13
538			286	00	42
539			287	00	71
540			185	00	67
541			186	00	62
542			187	00	09
543			176	00	65
544			177	00	14
545			175	00	26
546			1	00	21
547			2	00	18
548	35. Gittupalle-29	Bondapalle	169	00	06
549			168	00	41
550			161	00	44
551			162	00	13
552			159	00	05
553			158	00	40
554			157	00	04
555			156	00	20
556			154	00	07
557			155	00	38
558			148	00	47
559			149	00	04
560			119	00	30
561			118	00	19
562			120	00	37
563			113	00	38
564			112	00	42
565			111	00	34
566			108	00	33
567			107	00	28
568			106	00	20
569			105	00	39
570			104	00	27
571			103	00	31
572			102	00	36
573			101	00	54
574			99	00	21
575			97	00	52
576			96	00	02
577	36. Davalapeta-22	Gajapathinagaram	13	00	57
578	37. Patruvada-12	Gajapathinagaram	88	00	53
579			87	00	37
580			94	00	33
581			85	00	06

582			84	00	20
583			78	00	38
584			77	00	47
585			76	00	37
586			75	00	34
587			74	00	14
588			71	00	51
589			72	00	24
590	38. Gangachollapenta-178	Gajapathinagaram	200	00	08
591			201	00	38
592			202	00	24
593			203	00	03
594			183	00	06
595			178	00	16
596			181	00	51
597			180	00	09
598			111	00	37
599			108	00	81
600			105	00	34
601			106	00	03
602			103	00	34
603			98	00	24
604			96	00	42
605			95	00	46
606			91	00	04
607			59	00	07
608			58	00	46
609			57	00	54
610			63	00	26
611			64	00	15
612			65	00	34
613			66	00	05
614			68	00	21
615			76	00	48
616			71	00	10
617			75	00	26
618	39. Patabaggam-170	Gajapathinagaram	255	00	05
619			251	00	34
620			252	00	08
621			250	00	08
622			249	00	42
623			247	00	15
624			246	00	34
625			226	00	16
626			227	00	24
627			243	00	10
628			242	00	33
629			238	00	21

630			239	00	08
631			240	00	25
632			177	00	08
633			86	00	32
634			85	00	14
635			89	00	23
636			84	00	09
637			78	00	02
638			79	00	46
639			82	00	18
640			81	00	02
641			72	00	40
642			71	00	10
643			55	00	94
644			49	00	38
645			50	00	19
646			302	00	28
647			303	00	41
648			301	00	49
649	40. Bangarammapeta-175	Gajapathinagaram	111	00	65
650			110	00	03
651			62	00	26
652			58	00	18
653			60	00	32
654			59	00	27
655			65	00	11
656			66	00	56
657			68	00	31
658			76	00	10
659			77	00	73
660			78	00	35
661	41. Kompangi-138	Mentada	127	00	15
662			122	00	65
663			123	00	30
664			109	00	52
665			108	00	52
666			106	00	23
667			105	00	50
668	42. Messalapeta-107	Mentada	34	00	29
669			33	00	48
670			35	00	04
671			36	00	03
672			37	00	52
673			19	00	25
674			7	00	51
675			20	00	25
676			1	01	25

677	43. Gadabavalasa-171	Dattirajeru	49	00	66
678			47	00	08
679	44. Lakshmipuram-197	Dattirajeru	24	00	29
680			23	00	02
681			22	00	44
682			12	00	14
683			13	00	18
684			6	00	26
685			15	00	37
686	45. Chinna Chamalapalle-195	Dattirajeru	90	00	46
687			91	00	27
688			92	00	32
689			95	00	24
690			94	00	55
691	46. Ingilapalli-173	Dattirajeru	203	00	61
692			202	00	44
693			201	00	05
694			194	00	20
695			195	00	35
696			177	00	02
697			169	00	27
698			176	00	06
699			173	00	80
700			172	00	51
701			158	00	21
702			157	00	46
703			156	00	40
704			155	00	36
705			154	00	04
706			136	00	35
707			137	00	54
708			134	00	35
709			138	00	45
710			139	00	47
711			122	00	06
712			111	00	30
713			110	00	45
714			113	00	30
715			109	00	34
716			108	00	45
717			106	00	15
718	47. Komatipalle-204	Dattirajeru	7	00	20
719			12	00	06
720			11	00	56
721			14	00	11
722			30	00	08
723			39	00	24
724			37	00	42

725			36	00	36
726	48. Maradam-187	Dattirajeru	346	00	60
727			345	00	03
728			348	00	39
729			359	00	35
730			338	00	39
731			360	00	45
732			336	00	40
733			333	00	26
734			334	00	40
735			231	00	32
736			230	00	08
737			220	00	20
738			221	00	10
739			219	00	23
740			208	00	57
741			206	00	58
742			205	00	42
743			203	00	15
744			200	00	60
745			195	00	07
746			193	00	15
747			194	00	06
748			96	00	24
749			97	00	45
750			100	00	29
751			99	00	27
752			102	00	02
753			103	00	59
754			112	00	38
755			113	00	21
756			114	00	28
757			122	00	41
758			118	00	02
759			123	00	41
760			124	00	63
761			17	00	36
762			16	00	89
763			13	00	17
764			12	00	27
765			9	00	05
766			8	00	21
767			7	00	40
768			6	00	59
769	49. Korapa Kottavalasa-180	Dattirajeru	118	00	28
770			117	00	13
771			120	00	78

772			122	00	34
773			123	00	44
774			127	00	21
775			188	00	12
776			147	00	39
777			148	00	02
778			146	00	38
779			149	00	26
780			150	00	44
781			151	00	42
782			157	00	48
783			158	00	07
784			159	00	20
785			161	00	05
786			160	00	07
787	50. Korapa -177	Dattirajeru	147	00	56
788	51. Pappala lingalavalasa-173	Dattirajeru	65	00	30
789			64	00	04
790			62	00	29
791			61	00	32
792			60	00	33
793			56	00	41
794			57	00	94
795			45	00	48
796			33	00	68
797			32	00	60
798			12	00	04
799			10	00	25
800			11	00	07
801			250	00	10
802			249	00	63
803			14	00	34
804			15	00	02
805			16	00	76
806			170	00	28
807			171	00	59
808			173	00	16
809	52. Virasagaram-174	Badangi	186	00	97
810			184	00	30
811			183	00	11
812			181	00	21
813			179	00	33
814	53. Koduru-171	Badangi	311	00	45
815			322	00	56
816			323	00	07
817			306	00	02
818			305	00	51
819			303	00	48

820			301	00	71
821			292	00	52
822			293	00	09
823			291	00	31
824			290	00	46
825			286	00	38
826			287	00	23
827			270	00	10
828			267	00	67
829			261	00	45
830			262	00	23
831			258	00	03
832			253	00	29
833			199	00	52
834			255	00	34
835			254	00	34
836			206	00	65
837			256	00	02
838			205	00	46
839			204	00	27
840			51	00	07
841			164	00	47
842			60	00	45
843			163	00	20
844			64	00	45
845			161	00	30
846			98	00	34
847			96	00	15
848			92	00	30
849			93	00	24
850			95	00	07
851			94	00	23
852	54. Ramachandrapuram-128	Badangi	19	00	39
853			18	00	05
854			20	00	08
855			23	00	14
856			24	00	18
857			26	00	52
858			25	00	65
859			6	00	09
860			5	00	27
861			4	00	14
862	55. Pudivalasa-129	Badangi	40	00	11
863			41	00	55
864			45	00	17
865			54	00	32
866			57	00	40

867			56	00	54
868	56. Mallammapeta-127	Badangi	105	00	18
869			104	00	70
870			106	01	40
871			96	00	19
872			107	00	31
873			95	00	31
874			94	00	36
875			93	00	26
876			85	00	04
877			86	00	03
878			84	00	02
879			58	00	34
880			59	00	33
881			56	00	23
882			55	00	32
883			50	00	33
884			118	00	40
885			119	00	16
886			49	00	50
887			48	00	08
888	57. Palteru-126	Badangi	220	00	06
889			221	00	41
890			247	00	41
891			260	00	35
892			259	00	18
893			258	00	55
894			261	00	45
895			263	00	32
896			265	00	35
897			268	00	51
898			269	00	33
899			275	00	10
900			274	00	16
901			273	00	70
902			292	00	06
903			294	00	63
904			293	00	17
905			295	00	41
906			311	00	41
907			312	00	18
908			310	00	38
909			1	00	99
910	58. Alajangi-113	Bobbili	336	00	53
911			338	00	20
912			339	00	47
913			343	00	81
914			344	00	56

915			345	00	30
916			347	00	35
917			321	00	12
918			322	00	47
919			316	00	21
920			315	00	33
921			311	00	35
922			312	00	08
923			309	00	14
924			306	00	21
925			307	00	46
926			308	00	06
927			301	00	39
928			302	01	34
929			281	00	06
930			283	00	45
931			284	00	28
932			287	00	41
933			286	00	30
934	59. Yembannavalasa-112	Bobbili	103	00	27
935			104	00	70
936			106	00	31
937			107	00	37
938			108	00	10
939			110	00	40
940			111	00	68
941			112	00	56
942	60. Piridi-96	Bobbili	342	00	18
943			341	00	14
944			343	00	12
945			344	00	33
946			345	00	11
947			346	00	56
948			378	00	63
949			376	00	46
950			375	00	08
951			364	00	55
952			365	00	16
953			138	00	03
954			137	00	31
955			136	00	41
956			139	00	02
957			140	00	16
958			132	00	23
959			130	00	30
960			131	00	58
961			124	00	13

962			123	00	70
963	61. Kondadevupalle-110	Bobbili	2	00	02
964	62. Kammavalasa-99	Bobbili	48	00	73
965			49	00	62
966			44	00	41
967			50	00	23
968			43	00	46
969			52	00	30
970			53	00	65
971			55	00	25
972			34	00	29
973			33	00	44
974			16	00	44
975			31	00	11
976			29	00	57
977			28	00	57
978			27	00	67
979			20	00	04
980			22	00	47
981			21	00	18
982	63. Ramuduvalasa-48	Bobbili	12	00	32
983			13	00	77
984			14	00	31
985			8	00	09
986			5	00	63
987			6	00	45
988			2	00	62
989			1	00	84
990			44	00	27
991			45	00	15
992			47	00	44
993	64. Chintada-49	Bobbili	496	00	05
994			495	00	62
995			494	00	30
996			493	00	08
997			176	00	71
998			177	00	42
999			192	00	07
1000			178	00	28
1001			171	00	06
1002			170	00	48
1003			179	00	02
1004			180	00	10
1005			182	00	50
1006			181	00	02
1007			183	00	31
1008			157	00	04
1009			156	00	26

1010			154	00	60
1011			149	01	10
1012			150	00	02
1013			151	00	13
1014			472	00	28
1015			471	00	58
1016			104	00	55
1017			108	00	57
1018			470	00	39
1019			469	00	37
1020			103	00	81
1021			464	00	48

[F. No. R-11025(11)/12/2018-OR-I/E-25587]

S. S. SINGH, Under Secy.

नई दिल्ली, 27 जनवरी, 2025

का.आ. 135.—केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि पेट्रोलियम पदार्थ परिवहन के लिए हिन्दुस्तान पेट्रोलियम कॉर्पोरेशन लिमिटेड द्वारा विसाख (आन्ध्र प्रदेश) से रायपुर (छत्तीसगढ़) पाइपलाइन बिछाई जानी चाहिए ;

और केन्द्रीय सरकार को ऐसी पाइपलाइन पार्वतीपुरम मान्यम जिला, आन्ध्र प्रदेश राज्य में बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि ऐसी भूमि में जो इस से उपाबद्ध अनुसूची में वर्णित है और जिसमें उक्त पाइपलाइन बिछाए जाने का प्रस्ताव है, उपयोग के अधिकार का अर्जन किया जाए ;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है ;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको इस अधिसूचना से युक्त भारत के राजपत्र की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती है, इक्कीस दिन के भीतर भूमि के नीचे पाइपलाइन बिछाए जाने के लिए उस में उपयोग के अधिकार के अर्जन के सम्बन्ध में सक्षम प्राधिकारी, विसाख - रायपुर पाइपलाइन परियोजना, हिन्दुस्तान पेट्रोलियम कॉर्पोरेशन लिमिटेड, भारत सरकार का उपक्रम, वीआर-ए टी पी क्षेत्र, नवल बेस पोस्ट, विशाखापत्तनम-530014. को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची

जिला: पार्वतीपुरम मान्यम			राज्य: आन्ध्र प्रदेश		
क्रम संख्या	गाँव का नाम	मंडल का नाम	सर्वे संख्या	क्षेत्रफल	
				एकड़	सेन्ट्स
1	2	3	4	5	6
1	1. सुबद्रा-28	बलीजापेटा	109	00	03
2			110	00	88
3			111	00	42
4			101	00	37

5			96	00	37
6			71	00	47
7			68	00	08
8			67	00	34
9			66	00	11
10			60	00	31
11			59	00	32
12			58	00	46
13			55	00	52
14			54	00	15
15			23	00	09
16			22	00	02
17	2. शीवरामपुरम-34	बलीजापेटा	46	00	68
18			45	00	19
19			43	00	09
20			42	00	75
21			41	00	62
22			40	00	41
23			39	00	12
24			5	00	21
25			4	00	24
26	3. पनकुवलसा-33	बलीजापेटा	124	00	03
27			125	00	77
28			128	00	49
29			127	00	26
30			157	00	40
31			156	00	36
32			151	00	29
33			155	00	04
34			152	00	23
35			153	00	62
36			141	00	09
37			148	00	02
38			147	00	15

39			146	00	44
40			145	00	02
41	4. अरसाड-35	बलीजापेटा	164	00	02
42			163	00	44
43			162	00	69
44			161	00	49
45			158	00	27
46			157	00	29
47			35	00	33
48			36	00	17
49			113	00	66
50			112	00	28
51			110	00	07
52			111	00	59
53			107	00	16
54			103	00	18
55			104	00	42
56			99	00	05
57			95	00	31
58			96	00	25
59			97	00	37
60			88	00	49
61			89	00	58
62			70	00	33
63			72	00	34
64			71	00	41
65	5. अज्जाडा-32	बलीजापेटा	278	00	28
66			275	00	04
67			246	00	59
68			245	00	44
69			244	00	38
70			233	00	56
71			229	00	83
72			224	00	69

73			220	00	07
74			218	00	41
75			192	00	54
76			189	00	44
77			185	00	67
78			183	00	66
79	6. रावीपल्ले-109	गारुगुबिल्ली	243	00	02
80	7. पेध्दुरू-86	गारुगुबिल्ली	173	00	04
81			175	00	75
82			176	00	62
83			178	00	16
84			186	00	14
85			187	00	68
86			188	00	28
87			37	00	04
88			36	00	40
89			76	00	29
90			82	00	02
91			75	00	05
92			72	00	32
93			43	00	93
94			44	00	40
95			69	00	39
96			67	00	52
97			66	00	04
98	8. शीवरामपुरम पेध्दुरू दरि-107	गारुगुबिल्ली	200	00	31
99			201	00	39
100			202	00	30
101			227	00	27
102			228	00	32
103			226	00	03
104			225	00	03
105			219	00	02
106	9. शीवम-108	गारुगुबिल्ली	221	00	53

107			220	00	52
108			219	00	65
109			77	00	32
110			76	00	58
111			75	00	53
112	10. पोलीनायडूवलस-106	गारुगुबिल्ली	275	00	16
113			274	00	24
114			273	00	87
115			308	00	02
116			266	01	32
117			307	00	40
118			238	00	26
119			306	00	21
120			236	00	46
121	11. गोटीवलस-103	गारुगुबिल्ली	189	00	27
122			188	00	11
123			155	00	38
124			187	00	55
125			157	00	02
126			158	00	50
127			159	00	28
128			160	00	41
129			161	00	32
130			163	00	46
131			162	00	56
132			172	00	04
133			171	00	12
134			170	00	21
135			173	00	58
136	12. सांबन्नवलस-35	गारुगुबिल्ली	90	00	69
137			63	00	41
138			65	00	13
139			64	00	02
140			59	00	25

141			66	00	24
142			58	00	20
143			55	00	06
144			56	00	02
145			54	00	13
146			53	00	06
147			52	00	41
148			50	00	21
149			49	00	26
150			48	00	25
151	13. नागुरू-113	गारूगुबिल्ली	128	00	25
152			116	00	34
153			120	00	24
154			117	00	38
155			112	00	51
156			110	00	11
157			107	00	40
158			105	00	69
159			106	00	18
160			94	00	21
161	14. संतोसपुरम-102	गारूगुबिल्ली	158	00	31
162			79	00	62
163			78	00	10
164			76	00	80
165			75	00	37
166			73	00	24
167			72	00	15
168			67	00	47
169			68	00	34
170			51	00	80
171			46	00	06
172			47	00	86
173			41	00	98
174	15. कुडूम-72	जीय्यम्मवलस	479	00	15

175	16. गोरीपुरम-84	जीय्यम्मवलस	49	00	29
176			44	00	50
177			43	00	86
178			42	00	17
179			20	00	44
180			19	00	30
181			18	00	29
182	17. गंगराजपुरम-86	गारुगुबिल्ली	7	00	32
183	18. तोटपल्ले-87	गारुगुबिल्ली	177	00	17
184			176	00	17
185			174	00	72
186			175	00	02
187			172	00	32
188			164	00	38
189			163	00	17
190			162	00	36
191			161	00	16
192			32	00	45
193			30	00	56
194			22	00	31
195			29	00	04
196			23	00	50
197			25	00	48
198			12	00	42
199			11	00	38
200			10	00	51
201			9	00	23
202	19. सिंगनापुरम	जीय्यम्मवलस	156	00	87
203	20. चीतल बेलगाम-68	जीय्यम्मवलस	74	00	65
204			72	00	78
205			71	00	28
206			56	00	38
207			55	00	08
208			54	00	80

209			53	00	41
210	21. गीजब-77	गारूगुबिल्ली	86	00	05
211	22. मकान हरीपुरम	जीय्यम्मवलस	120	00	35
212			121	00	69
213			89	00	51
214			88	00	38
215			80	00	15
216			79	00	56
217	23. बसंगी-76	जीय्यम्मवलस	85	00	54
218			86	00	20
219			112	00	14
220			110	00	30
221			111	00	49
222			107	00	37
223			94	00	30
224			97	00	41
225	24. गौरमपेटा-34	जीय्यम्मवलस	85	00	11
226			86	00	50
227			84	00	34
228			72	00	79
229			74	00	03
230			70	00	55
231			23	00	53
232			19	00	54
233			18	00	34
234			17	00	16
235	25. भट्टलभद्र-27	जीय्यम्मवलस	75	00	51
236			111	00	25
237			76	00	50
238			77	00	26
239			110	00	08
240			78	00	34
241			79	00	06
242			82	00	42

243			89	00	17
244			88	00	63
245			87	00	79
246			92	00	24
247			93	00	25
248			94	00	39
249			7	00	04
250			95	00	02
251			6	00	67
252			5	00	02
253	26. कीटसाडा-14	कुरुपम	90	00	47
254			89	00	50
255			87	00	41
256			86	00	44
257			84	00	44
258			79	00	18
259			81	00	30
260			82	00	32
261			83	00	58
262	27. दलाइपेटा-25	कोमरड	143	00	10
263			142	00	33
264			141	00	41
265			140	00	35
266			115	00	15
267			114	00	32
268			113	00	24
269			112	00	41
270			49	00	06
271			110	00	13
272			50	00	15
273			108	00	41
274			107	01	11
275			73	00	18
276			74	00	60

277			76	00	38
278			78	00	49
279			79	00	17
280			80	00	30
281			81	00	25
282			82	00	27
283			83	00	45
284			85	00	17
285			86	00	13
286			88	00	76
287			87	00	04
288	28. मदलाडी-15	कोमरड	128	00	36
289			127	00	37
290			126	00	45
291			123	00	39
292			122	00	14
293	29. तुडम-105	कोमरड	124	00	32
294			122	00	48
295			120	00	52
296			119	00	14
297			117	00	35
298			116	00	31
299			114	00	05
300			113	00	39
301			111	00	38
302			98	00	04
303			95	00	32
304			94	00	28
305			92	00	54
306			89	00	13
307			90	00	38
308			87	00	53
309	30. रायपुरम-15	कोमरड	81	00	46
310			63	00	35

311			65	00	82
312			60	00	04
313			59	00	21
314			58	00	03
315			36	00	14
316			35	00	21
317			34	00	38
318			33	00	53
319			32	00	08
320			27	00	92
321			28	00	03
322			15	00	58
323			14	00	41
324	31. कोट्टु-92	कोमरड	36	00	17
325			33	00	47
326			32	00	06
327	32. केमीसीला-77	कोमरड	124	00	42
328			122	00	73
329			118	00	46
330			117	00	18
331			119	00	06
332			116	00	56
333			111	00	20
334			112	00	66
335			113	00	02
336			104	00	07
337			102	00	27
338			103	00	15
339	33. लबेसु-115	कोमरड	7	00	36
340			6	00	51
341			4	00	76
342			2	00	59
343	34. कोरीसील-5	कोमरड	92	00	49
344			96	00	17

345			93	00	04
346			95	00	96
347			74	00	54
348			75	00	11
349			72	00	03
350			76	00	55
351			71	00	40
352			69	00	80
353			63	00	74
354			62	00	03
355			64	00	23
356			46	00	47
357			45	00	17
358			44	00	38
359			21	00	59
360			39	00	34
361			22	00	12
362			38	00	83
363			37	00	02
364			28	00	21
365			1	01	86

[फा. सं. आर-11025(11)/12/2018-ओआर-1/ई-25587]

एस.एस.सिंह, अवर सचिव

New Delhi, the 27th January, 2025

S.O. 135.—Whereas, it appears to the Central Government that it is necessary in the public interest that for the transportation of Petroleum Product from Visakha (Andhra Pradesh) to Raipur (Chhattisgarh) Pipeline should be laid by Hindustan Petroleum Corporation Limited.

And whereas, it appears to the Central Government that for the purpose of laying the said pipeline, it is necessary to acquire the Right of User in the land under which the said pipeline is proposed to be laid at Parvathipuram Manyam District in Andhra Pradesh State, which is described in the Schedule annexed to this notification;

Now, therefore in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person interested in the land described in the said schedule may, within twenty one days from the date on which the copies of the Gazette of India containing this notification are made available to the general public, object in writing to the acquisition of the right of user therein for laying of the pipeline under the land to The Competent Authority, Visakha – Raipur Pipeline Project, Hindustan Petroleum Corporation Limited, Government of India Enterprises, VR-ATP Area, Naval Base Post, Visakhapatnam-530014, Andhra Pradesh.

SCHEDULE

District: Parvathipuram Manyam				State: Andhra Pradesh	
Sl. No.	Name of Village	Name of Mandal	Survey No.	Area	
				Acres	Cents
1	2	3	4	5	6
1	1. Subhadra-28	Balijipeta	109	00	03
2			110	00	88
3			111	00	42
4			101	00	37
5			96	00	37
6			71	00	47
7			68	00	08
8			67	00	34
9			66	00	11
10			60	00	31
11			59	00	32
12			58	00	46
13			55	00	52
14			54	00	15
15			23	00	09
16			22	00	02
17	2. Sivarampuram-34	Balijipeta	46	00	68
18			45	00	19
19			43	00	09
20			42	00	75
21			41	00	62
22			40	00	41
23			39	00	12
24			5	00	21
25			4	00	24
26	3. Panukuvalasa-33	Balijipeta	124	00	03
27			125	00	77
28			128	00	49
29			127	00	26
30			157	00	40
31			156	00	36
32			151	00	29
33			155	00	04
34			152	00	23
35			153	00	62
36			141	00	09
37			148	00	02
38			147	00	15
39			146	00	44
40			145	00	02
41	4. Arasada-35	Balijipeta	164	00	02
42			163	00	44

43			162	00	69
44			161	00	49
45			158	00	27
46			157	00	29
47			35	00	33
48			36	00	17
49			113	00	66
50			112	00	28
51			110	00	07
52			111	00	59
53			107	00	16
54			103	00	18
55			104	00	42
56			99	00	05
57			95	00	31
58			96	00	25
59			97	00	37
60			88	00	49
61			89	00	58
62			70	00	33
63			72	00	34
64			71	00	41
65	5. Ajjada-32	Balijipeta	278	00	28
66			275	00	04
67			246	00	59
68			245	00	44
69			244	00	38
70			233	00	56
71			229	00	83
72			224	00	69
73			220	00	07
74			218	00	41
75			192	00	54
76			189	00	44
77			185	00	67
78			183	00	66
79	6. Ravipalle-109	Garugubilli	243	00	02
80	7. Pedduru-86	Garugubilli	173	00	04
81			175	00	75
82			176	00	62
83			178	00	16
84			186	00	14
85			187	00	68
86			188	00	28
87			37	00	04
88			36	00	40
89			76	00	29
90			82	00	02

91			75	00	05
92			72	00	32
93			43	00	93
94			44	00	40
95			69	00	39
96			67	00	52
97			66	00	04
98	8. Sivarampuram Pedduru Dari-107	Garugubilli	200	00	31
99			201	00	39
100			202	00	30
101			227	00	27
102			228	00	32
103			226	00	03
104			225	00	03
105			219	00	02
106	9. Sivvam-108	Garugubilli	221	00	53
107			220	00	52
108			219	00	65
109			77	00	32
110			76	00	58
111			75	00	53
112	10. Polinaiduvalasa-106	Garugubilli	275	00	16
113			274	00	24
114			273	00	87
115			308	00	02
116			266	01	32
117			307	00	40
118			238	00	26
119			306	00	21
120			236	00	46
121	11. Gottivalasa-103	Garugubilli	189	00	27
122			188	00	11
123			155	00	38
124			187	00	55
125			157	00	02
126			158	00	50
127			159	00	28
128			160	00	41
129			161	00	32
130			163	00	46
131			162	00	56
132			172	00	04
133			171	00	12
134			170	00	21
135			173	00	58
136	12. Sambannavalasa-35	Garugubilli	90	00	69
137			63	00	41

138			65	00	13
139			64	00	02
140			59	00	25
141			66	00	24
142			58	00	20
143			55	00	06
144			56	00	02
145			54	00	13
146			53	00	06
147			52	00	41
148			50	00	21
149			49	00	26
150			48	00	25
151	13. Naguru-113	Garugubilli	128	00	25
152			116	00	34
153			120	00	24
154			117	00	38
155			112	00	51
156			110	00	11
157			107	00	40
158			105	00	69
159			106	00	18
160			94	00	21
161	14. Santhoshapuram-102	Garugubilli	158	00	31
162			79	00	62
163			78	00	10
164			76	00	80
165			75	00	37
166			73	00	24
167			72	00	15
168			67	00	47
169			68	00	34
170			51	00	80
171			46	00	06
172			47	00	86
173			41	00	98
174	15. Kuduma-72	Jiyyammavalasa	479	00	15
175	16. Gauripuram-84	Jiyyammavalasa	49	00	29
176			44	00	50
177			43	00	86
178			42	00	17
179			20	00	44
180			19	00	30
181			18	00	29
182	17. Gangarajupuram-86	Garugubilli	7	00	32
183	18. Thotapalle-87	Garugubilli	177	00	17
184			176	00	17
185			174	00	72

186			175	00	02
187			172	00	32
188			164	00	38
189			163	00	17
190			162	00	36
191			161	00	16
192			32	00	45
193			30	00	56
194			22	00	31
195			29	00	04
196			23	00	50
197			25	00	48
198			12	00	42
199			11	00	38
200			10	00	51
201			9	00	23
202	19. Singanapuram	Jiyyammavalasa	156	00	87
203	20. Chintala Belagam-68	Jiyyammavalasa	74	00	65
204			72	00	78
205			71	00	28
206			56	00	38
207			55	00	08
208			54	00	80
209			53	00	41
210	21. Gijaba-77	Garugubilli	86	00	05
211	22. Makhana Haripuram	Jiyyammavalasa	120	00	35
212			121	00	69
213			89	00	51
214			88	00	38
215			80	00	15
216			79	00	56
217	23. Basangi-76	Jiyyammavalasa	85	00	54
218			86	00	20
219			112	00	14
220			110	00	30
221			111	00	49
222			107	00	37
223			94	00	30
224			97	00	41
225	24. Gourammapeta-34	Jiyyammavalasa	85	00	11
226			86	00	50
227			84	00	34
228			72	00	79
229			74	00	03
230			70	00	55
231			23	00	53
232			19	00	54

233			18	00	34
234			17	00	16
235	25. Bhatlabhadra-27	Jiyyammavalasa	75	00	51
236			111	00	25
237			76	00	50
238			77	00	26
239			110	00	08
240			78	00	34
241			79	00	06
242			82	00	42
243			89	00	17
244			88	00	63
245			87	00	79
246			92	00	24
247			93	00	25
248			94	00	39
249			7	00	04
250			95	00	02
251			6	00	67
252			5	00	02
253	26. Kitsada-14	Kurupam	90	00	47
254			89	00	50
255			87	00	41
256			86	00	44
257			84	00	44
258			79	00	18
259			81	00	30
260			82	00	32
261			83	00	58
262	27. Dalayipeta-25	Komarada	143	00	10
263			142	00	33
264			141	00	41
265			140	00	35
266			115	00	15
267			114	00	32
268			113	00	24
269			112	00	41
270			49	00	06
271			110	00	13
272			50	00	15
273			108	00	41
274			107	01	11
275			73	00	18
276			74	00	60
277			76	00	38
278			78	00	49
279			79	00	17
280			80	00	30

281			81	00	25
282			82	00	27
283			83	00	45
284			85	00	17
285			86	00	13
286			88	00	76
287			87	00	04
288	28. Madalangi-15	Komarada	128	00	36
289			127	00	37
290			126	00	45
291			123	00	39
292			122	00	14
293	29. Thodumu-105	Komarada	124	00	32
294			122	00	48
295			120	00	52
296			119	00	14
297			117	00	35
298			116	00	31
299			114	00	05
300			113	00	39
301			111	00	38
302			98	00	04
303			95	00	32
304			94	00	28
305			92	00	54
306			89	00	13
307			90	00	38
308			87	00	53
309	30. Rayapuram-15	Komarada	81	00	46
310			63	00	35
311			65	00	82
312			60	00	04
313			59	00	21
314			58	00	03
315			36	00	14
316			35	00	21
317			34	00	38
318			33	00	53
319			32	00	08
320			27	00	92
321			28	00	03
322			15	00	58
323			14	00	41
324	31. Kottu-92	Komarada	36	00	17
325			33	00	47
326			32	00	06
327	32. Kemisila-77	Komarada	124	00	42

328			122	00	73
329			118	00	46
330			117	00	18
331			119	00	06
332			116	00	56
333			111	00	20
334			112	00	66
335			113	00	02
336			104	00	07
337			102	00	27
338			103	00	15
339	33. Labesu-115	Komarada	7	00	36
340			6	00	51
341			4	00	76
342			2	00	59
343	34. Korisila-5	Komarada	92	00	49
344			96	00	17
345			93	00	04
346			95	00	96
347			74	00	54
348			75	00	11
349			72	00	03
350			76	00	55
351			71	00	40
352			69	00	80
353			63	00	74
354			62	00	03
355			64	00	23
356			46	00	47
357			45	00	17
358			44	00	38
359			21	00	59
360			39	00	34
361			22	00	12
362			38	00	83
363			37	00	02
364			28	00	21
365			1	01	86

[F. No. R-11025(11)/12/2018-OR-I/E-25587]

S. S. SINGH, Under Secy.

श्रम और रोजगार मंत्रालय

नई दिल्ली, 20 दिसम्बर, 2024

का.आ. 136.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार फेरो स्क्रैप निगम लिमिटेड, दुर्गापुर, के प्रबंधन के संबद्ध नियोजकों, और फेरो स्क्रैप निगम लिमिटेड कर्मचारी संघ, दुर्गापुर, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह-श्रम न्यायालय-आसनसोल पंचाट(संदर्भ संख्या 31 of 2023) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 19.12.2024 को प्राप्त हुआ था।

[सं. एल - 42025-07-2024-225-आईआर (डीयू)]

दिलीप कुमार, अवर सचिव

MINISTRY OF LABOUR AND EMPLOYMENT

New Delhi, the 20th December, 2024

S.O. 136.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. ID. No. 31 of 2023) of the **Central Government Industrial Tribunal cum Labour Court— Asansol** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Ferro Scrap Nigam Limited, Durgapur, and Shri Pravat Mondal, Worker**, which was received along with soft copy of the award by the Central Government on 19.12.2024.

[No. L-42025-07-2024-225-IR (DU)]

DILIP KUMAR, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL -CUM- LABOUR COURT,
ASANSOL.

PRESENT: Shri Ananda Kumar Mukherjee,
Presiding Officer,
C.G.I.T-cum-L.C., Asansol.

REFERENCE CASE NO. 31 OF 2023

PARTIES: Ferro Scrap Nigam Limited Employees' Union (CITU), Durgapur Unit.

Vs.

Management of Ferro Scrap Nigam Limited, Durgapur Unit.

REPRESENTATIVES:

For the Union/Employees: Mr. Susanta Kumar Ganguly, Advocate.

Mr. Asit Kumar Kolay, Advocate.

For the Management of FSNL: Mr. Anupam Ghosh, Advocate.

INDUSTRY: Steel.**STATE:** West Bengal.**DATED:** 18.11.2024.**AWARD**

In exercise of powers conferred under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Ministry of Labour, Government of India through the Office of the Deputy Chief Labour Commissioner (Central), Asansol, vide its Order **No. 1(17)/2023/E** dated 01.06.2023 has been pleased to refer the scheduled dispute between the employer, that is the Management of Ferro Scrap Nigam Limited, Durgapur Unit and their non-executive employees represented by the said union for adjudication by this Tribunal.

SCHEDULE

“Whether the action of the management of Ferro Scrap Nigam Limited, Durgapur Unit in not settling the demand of the revision of wages of the non executive employees of Ferro Scrap Nigam Limited, Durgapur Unit w.e.f. 01.01.2017, which is pending since long, is justified or not? If not, what relief the non-executive employees are entitled to? ”

1. On receiving Order No. **1(17)/2023/E** dated 01.06.2023 from the Office of the Deputy Chief Labour Commissioner (Central), Asansol, Ministry of Labour, Government of India, for adjudication of the dispute, **Reference case No. 31 of 2023** was registered on 07.06.2023 and an order was passed for issuing notice to the parties through registered post, directing them to appear and submit their written statements along with relevant documents in support of their claim and a list of witnesses.
2. Ferro Scrap Nigam Limited Employees Union, Durgapur filed their written statement on 13.03.2024 and the management of Ferro Scrap Nigam Limited (hereinafter referred to as FSNL), Durgapur, represented by Mr. Saurabh Radhesham Tharewal, the Constituted Attorney filed their written statement on 17.05.2024. Brief fact of the case of the union as disclosed in their written statement is that the wage structure of employees of FSNL, Durgapur Unit is fixed and implemented according to the wage structure applicable to the employees of Steel Authority of India Limited (hereinafter referred to as SAIL) as per order no. ASP-6(6)/86 dated 24.07.1986 of the Government of India, Ministry of Steel and Mines (Department of Steel), where the government has directed that the wage structure in FSNL would be according to the wage structure of SAIL. The Assistant General Manager I/C of FSNL in his letter dated 11.06.2019 informed the Assistant Labour Commissioner (Central), Raniganj at Durgapur that *“Ferro Scrap Nigam Limited was a subsidiary company of SAIL and as per the practice, the employees of FSNL are getting revised wage structure of SAIL on the guidelines issued by the Government of India, Department of Public enterprises vide his memorandum No. 2(7)/2006 DPE(WC) GL-IVX dated 09.11.2006”*. It is the case of the union that the usual practice of FSNL is that they revise the pay structure of its employees according to the revision of the pay structure of SAIL. It is inter-alia pleaded that during the period from 01.01.2007 to 31.12.2011 SAIL allowed twenty-one percent (21%) of the Minimum Guaranteed Benefit to their non-executive employees. The non-executive employees of FSNL are therefore entitled to the same benefit but the management of FSNL paid only twelve percent (12%) of the Minimum Guaranteed Benefit to its non-executive employees as per the tripartite agreement on 11.02.2011 for the period from 01.01.2007 to 31.12.2011 and the management of FSNL agreed to pay the balance nine percent (9%) of the Minimum Guaranteed Benefit to the non-executive employees w.e.f. 01.01.2007 but they started to pay the same w.e.f. 01.10.2014. Therefore, nine percent (9%) of the Minimum Guaranteed Benefit is due to the non-executive employees of FSNL for the period from 01.01.2007 to 30.09.2014. Furthermore, the management of FSNL paid only eleven percent (11%) of the Minimum Guaranteed Benefit for the period from 01.01.2012 till date whereas SAIL has allowed seventeen percent (17%) of the Minimum Guaranteed Benefit to its employees which is six percent (6%) more than what the employees of FSNL has been received. It is contended that this act of FSNL, Durgapur Unit is in violation of Government Order No. ASP-6(6)/86 dated 24.07.1986. It is asserted that during the period from 01.01.2012 to 30.11.2016 SAIL paid six percent (6%) of Special Allowance at their revised Basic Pay to their non-executive employees but the management of FSNL started to pay the Special Allowance at the rate of five percent (5%) w.e.f. 01.12.2016 instead of paying six percent (6%) from 01.01.2012. Therefore, the non-executive employees are entitled to get six percent (6%) of Special Allowance for the period from 01.01.2012 to 30.11.2016 and one percent (1%) of the said allowance from 01.12.2016 till date. The petitioner union of FSNL has claimed implementation of revised wage structure for the non-executive employees of FSNL according to the wage structure of SAIL w.e.f. 01.01.2017 in terms of the Government Order No. ASP-6(6)/86 dated 24.07.1986. The union has further contended that the employees of SAIL are already getting the benefit of pension for their non-executive employees who are on roll from 01.01.2012 but the management of FSNL has not implemented any such pension scheme to its non-executive employees which is in violation of Government Order. The union therefore has prayed for issuing direction to the management of FSNL to make payment of the aforesaid dues in respect of the non-executive employees and for implementation of wage structure according to the pay structure of the non-executive employees of SAIL along with compound interest and compensation of an equal amount towards mental distress and monetary loss caused by the management.
3. The management contested the case by filing written statement through the constituted attorney, wherein it is stated that the union has no locus standi because they are not a recognized union. The management of FSNL after discussion with the recognized unions in a Joint Forum Committee meeting held on 13.04.2022 arrived at a decision for wage revision of its employees from 01.01.2017 in line with the guidelines of the Department of Public Enterprises. Proposal for revision of wage of workmen and Ministerial Staff of FSNL was adopted on the basis of agreement and the Board of Directors of FSNL, in their 193rd Board Meeting held on 20.05.2022 approved the proposal for revision of wage. Subsequently the proposal for revision of wage was approved by the Ministry of Steel vide its letter dated 15.06.2023 and an Office Order bearing Reference No. FC/3362/2023 dated 19.10.2023 was issued by the management. It is asserted that by virtue of the Office Order wage structure of workmen and Ministerial Staff of FSNL have been revised w.e.f. 01.01.2017, which is produced as Annexure-A. It is stated that the arrears accruing due to wage revision has been paid to the workmen and Ministerial Staff and the Industrial Dispute raised by the union is liable to be dismissed.

4. The short point for consideration before this Tribunal is whether the management of FSNL has implemented wage revision to its non-executive employees of Durgapur Unit w.e.f. 01.01.2017. If not what relief the employees are entitled to.

5. In order to substantiate their claim union has examined Mr. Haradhan Sain, General Secretary, Ferro Scrap Nigam Limited Employees Union, Durgapur as Workman Witness – 1. The witness in his affidavit-in-chief has reiterated the case disclosed in the written statement and further stated that the management of FSNL did not implement the pension scheme for non-executive employees who are on rolls from 01.01.2012. though the employees of SAIL are getting the pension benefit and this tantamount to violation of the Government order of 1986. Witness further claimed that the non-executive employees are entitled to admissible wages along with compound interest thereon till the payment is made. The witness has produced some documents which have been admitted in evidence as exhibits as follows :

- (i) Copy of the Government Order dated 24.07.1986 has been produced as Exhibit W-1.
- (ii) Copy of the letter dated 11.06.2019 issued by the Assistant General Manager I/C to Assistant Labour Commissioner (Central), Durgapur, as Exhibit W-2.
- (iii) Copy of the Memorandum of Agreement dated 29.04.2010, as Exhibit W-3.
- (iv) Copy of the Memorandum of Settlement dated 11.02.2011, as Exhibit W-4.
- (v) Copy of the Memorandum of Agreement dated 30.12.2014, as Exhibit W-5.
- (vi) Copy of the Minutes of discussions held in the Joint Forum Committee meeting on 29.12.2014 and 30.12.2014, as Exhibit W-6.
- (vii) Copy of the Memorandum of Agreement dated 01.07.2014, as Exhibit W-7.
- (viii) Copy of the Memorandum of Agreement dated 20.09.2017, as Exhibit W-8.
- (ix) Copy of the Memorandum of Understanding dated 21.10.2021, as Exhibit W-9.
- (x) Copy of the letter dated 12.08.2019 issued by Mr. Haradhan Sain addressed to the Managing Director, FSNL, Bhilai, as Exhibit W-10.
- (xi) Copy of Certificate of Registration of Trade Union, as Exhibit W-11.
- (xii) Copy of the Acknowledgement Receipt for annual return of trade unions dated 15.03.2024, as Exhibit W-12.

6. In his cross-examination the workman witness deposed that their Trade Union is registered under the Trade Unions Act, 1926 and admitted that no letter of recognition has been issued in their favour. The witness further deposed that there are thirty-two non-executive employees in FSNL, Durgapur as on June, 2024 and apart from having Durgapur Unit, FSNL has other units at Burnpur, Bhilai, Vizag, Bokaro and few other places. In reply to a suggestion on behalf of the management that revision of pay for non-executive employees in the Durgapur Unit of FSNL has been made from 01.01.2017, the witness deposed that he is unaware about such revision of pay. It may be derived from his cross-examination that as General Secretary of the union he participated in the settlement between the management and workmen held on 11.02.2011. It also transpires from his testimony that he is aware about pay of arrear of wages to the non-executive employees w.e.f. 01.01.2017 upon revision of wages. The management of FSNL posed a question to the workman witness that a Joint Forum Committee was formed at FSNL, Durgapur and revision of wages was made on the basis of an agreement between the members of union and employees at the Joint Forum Committee meeting. The witness expressed his unawareness about such development.

7. Management of Ferro Scrap Nigam Limited, Durgapur Unit defending their claim examined Mr. Saurabh Radhesham Tharewal, the Constituted Attorney, as Management Witness – 1. It is categorically stated in the affidavit-in-chief that the Reference case is not maintainable because the union is not recognized and they have no authority to raise the issue. It is further stated that FSNL has already made wage revision of its employees from 01.01.2017 to 31.12.2026, based on the agreement reached between the representatives of recognized unions and the management of FSNL, which has been approved by the Competent Authority and arrears payment has already been made to the concerned workmen. In support of such claim management has produced a Memorandum of Understanding arrived between the management of FSNL and its recognized union at Durgapur dated 13.04.2022, the same has been admitted in evidence as Exhibit M-1 and a corresponding Office Order bearing No. AFC/3362/2023 dated 19.10.2023 issued by the management of FSNL, implementing revised pay is produced as Exhibit M-3. A copy of letter of recognition of the representative union dated 13.05.2015 issued to the President, Ferro Scrap Nigam Limited Permanent Employees' Union (INTTUC), Durgapur, by the AGM (P&A) has been produced as Exhibit M-2.

8. In course of cross-examination of MW-1 on being confronted with Exhibit W-1, a Government Order dated 24.07.1986, the witness deposed that he is aware about the Order of the Government of India, Ministry of Steel and

Mines (Department of Steel), whereby the Government in principle has approved the revised wage structure of staff/officers in Metal Scrap Trade Corporation / Ferro Scrap Nigam Limited followed in Steel Authority of India Limited. The witness deposed that he is not aware if any such government order was passed by the Ministry of Steel and Mines, Government of India after July, 1986 revoking or altering the order dated 24.07.1986. The witness further deposed that FSNL is following the same order dated 24.07.1986 and after issuance of letter dated 11.06.2019 (Exhibit W-2) there has been revision of pay at FSNL w.e.f. 21.11.2017 as per terms of agreement between the management of FSNL and the recognized unions. Witness admitted that a charter of demand dated 12.08.2019 was received from the union and on the basis of Office Order dated 19.10.2023 (Exhibit M-3) issued by the General Manager (P&A)/Law for revision of wages w.e.f. 01.01.2017 for all employees of FSNL in India at Bhilai, Burnpur, Durgapur, Nagarnar, Rourkela and Vishakhapatnam units, the Joint Forum Committee at Durgapur had taken a decision but representatives of Ferro Scrap Nigam Limited Employees' Union, Durgapur were not intimated to attend the meeting, since they are not the representative union. It is further stated that other union representatives of other units were requested to participate in the meeting and the management of FSNL has following the government's direction regarding pay revision of its staff and officers. As per Memorandum of Agreement management has revised the pay of the employees of FSNL, Durgapur from April 2010, which was given effect on 01.01.2007.

9. Mr. Asit Kumar Kolay, learned advocate, appearing on behalf of the aggrieved union argued that FSNL, Durgapur is a public sector undertaking under the Ministry of Steel and Mines (Department of Steel). Referring to Exhibit W-1, a copy of order dated 24.07.1986 issued by the Deputy Secretary to the Government of India, submitted that the workmen of Metal Scrap Trade Corporation and FSNL are entitled to revision of wages at par with employees of SAIL. It is submitted that the management witness admitted that the decision of the government, communicated in letter No. ASP-6(6)/86 dated 24.07.1986 is applicable to the employees of FSNL but the non-executive employees of FSNL have not been granted the benefit of wage revision at par with employees of SAIL. Referring, to the Memorandum of Agreement reached at National Joint Committee for the Steel Industry dated 29.04.2010 (Exhibit W-3), it is submitted that as per Clause 3.1.4 *"the employees covered by the Agreement and on the rolls as on 31.12.2006 would be entitled to a guaranteed benefit @ 21% Basic plus DA (78.2 %)"* but the employees of FSNL were not admitted to the guaranteed benefit and were paid only twelve percent (12%) to their non-executive employees as per tripartite agreement as on 11.02.2011 (Exhibit W-4). Learned advocate for the union submitted that on 12.08.2019 the General Secretary of the union had issued a letter to the Managing Director of FSNL (Exhibit W-10) wherein it had placed the Charter of Demands of the employees for the period from 01.01.2017 to 31.12.2021 and urged the management to invite the representatives of CITU to which their union is affiliated, to take part in the meeting for wage revision of employees of FSNL, Durgapur. Learned advocate contended that though Ferro Scrap Nigam Limited Employees' Union, Durgapur is a registered Trade Union and produced its Registration Certificate as Exhibit W-11, the management has illegally debarred the union from participating in the meeting for the wage revision. It is urged that the management of FSNL should make necessary pay revision for its non-executive employees from 01.01.2017 at par with employees of SAIL.

10. In reply, Mr. Anupam Ghosh, learned advocate for the management submitted that his argument mainly rests on two points. Firstly, whether the demand raised in the Industrial Dispute has been satisfied w.e.f. 01.01.2017 and the second limb of the argument would be on the issue whether the present union which raised the Industrial Dispute was a recognized union at the relevant time, having bargaining capacity to participate in the tripartite agreement. Learned advocate submitted that the management of FSNL has already revised the pay of non-executive employees w.e.f. 01.01.2017 and has also made arrear payments in respect of all the employees of Durgapur Unit. Referring to Exhibit M-1, a Memorandum of Understanding arrived at between the management of FSNL and its recognized unions on 13.04.2022 at Durgapur, in the matter of revision of wage structure of workmen, it is submitted that the recognized union and the management of FSNL had signed a Memorandum of Agreement in Joint Forum Committee meeting held on 19.12.2016 for revision of wage structure to FSNL w.e.f. 01.01.2012. The agreement was approved by the Board of Directors in the 165th meeting on 18.01.2017 (Exhibit M-1). The Ministry of Steel also approved the same and the wage agreement arrived on 19.12.2016 was implemented. Learned advocate referring to Exhibit M-3, an Office Order of FSNL dated 19.10.2023 submitted that the wage structure was revised and implemented w.e.f. 01.01.2017. Learned advocate refuted the contention of the union that no wage revision had taken place for the non-executive employees of FSNL.

11. The second leg of argument of the management is that the Memorandum of Understanding for revision of wages agreed between the management of FSNL and its recognized unions in Joint Forum Committee meeting held on 13.04.2022 at Durgapur was subsequently approved by the Board of Directors of FSNL and the Competent Authority of the Ministry of Steel, the Government of India. Mr. Prabhat Chatterjee, President, Durgapur Ferro Scrap Nigam Limited Permanent Employees' Union, Durgapur and Mr. D. R. Patra, of the same union from Durgapur participated in that Joint Forum Committee meeting as recognized union along with other union representatives from Rourkela, Burnpur, Vizag units of the company. It is contended that Ferro Scrap Nigam Limited Employees' Union (CITU), Durgapur Unit was not a recognized union under Section 28-B of the Trade Unions Act, 1926 and certificate of recognition was not issued to them. Thus, the said Trade Union did not have any bargaining capacity in respect of the wage revision of employees of FSNL. The Industrial Dispute therefore has no merit and the same is liable to be dismissed.

12. Having considered the pleadings, evidence adduced by both sides and the argument advanced by the contending parties, it appears to me that the bone of the contention is embedded in the issue of revision of wage of non-executive employees of FSNL, Durgapur Unit. Initially, Ferro Scrap Nigam Limited Employees' Union (CITU), Durgapur Unit which has raised this Industrial Dispute harped upon a case that no wage revision of non-executive employees has taken place from 01.01.2017. It has relied upon a copy of letter issued from the Ministry of Steel and Mines (Department of Steel) on 24.07.1986, wherein the Ministry conveyed the approval of the government to follow the revision of wage structure of staff and officers in Metal Scrap Trade Corporation and FSNL at par with employees of SAIL. It is the case of the union that at the time of revision of wage the employees of FSNL did not get the benefit of revision of wage at par with SAIL. In support of such contention reliance has been placed upon Exhibit W-3, a Memorandum of Agreement dated 29.04.2010 executed at the National Joint Committee for the Steel Industry, which assured the employees of SAIL to a guaranteed benefit @ 21% Basic plus Dearness Allowance (78.2 %). On the other hand, it is argued that in the Memorandum of Settlement arrived at between the management of FSNL and Ferro Scrap Nigam Limited Employees Union, Durgapur held on 11.02.2011 (Exhibit W-4). The employees of FSNL were entitled to a guaranteed benefit @ 12% Basic plus Dearness Allowance (78.2 %) which is less by 9%. It is clear from Exhibit M-1, which is a Memorandum of Understanding arrived at between the management of FSNL and recognized unions dated 13.04.2022 that there has been revision of wages of the employees of various units of FSNL, including its Durgapur Unit. It was agreed between the stakeholders that the agreement for revision of wages would cover all categories of workmen and non-executive employees of FSNL who were on the rolls of the company on 31.12.2016 and employed thereafter. The employees would be entitled to guaranteed benefit @ 12% Basic plus Dearness Allowance as on 01.01.2017 and the revised wage structure on 01.01.2017 for different category of employee as per Annexure-I. It was also laid down that payment of wage arrears would be effective from 01.01.2017 after signing the tripartite agreement in the respective units.

13. An agreement was reached on 13.04.2022 (Exhibit M-1) in presence representative of workmen union of various units including its Durgapur unit. In consonance with the agreement reached in Joint Forum Committee meeting between the management and the recognized unions an Office Order dated 19.10.2023 (Exhibit M-3) was issued wherein it is stated that the Board of Directors of FSNL as well as Ministry of Steel, Government of India, New Delhi has accorded approval to the revised wage structure of workmen and ministerial staff of FSNL w.e.f. 01.01.2017. Mr. Haradhan Sain (WW-1) in his cross-examination has admitted that the non-executive employees have received arrears of wages w.e.f. 01.01.2017 upon revision of wages. The witness thereby contradicting his earlier statement that he was not aware of pay revision of non-executive employees of FSNL, Durgapur made effective from 01.01.2017. The contention of the union that no wage revision was made for the non-executive employees of FSNL, Durgapur from 01.01.2017 therefore, is a conscious misrepresentation and contrary to truth. The union which raised the Industrial Dispute has failed to satisfy the requirement under Section 28-B of the Trade Unions Act, 1926. The union has produced their copy of the Registration Certificate as Exhibit W-11. Only after grant of certificate of recognition under Section 28-B of the Trade Unions Act, 1926 in the prescribed manner, a trade union gets a bargaining right in respect of the industrial establishment in a class of industry or in the local area as the case may be. In the instant case the union has failed to produce any certificate of recognized trade union. It is crystal clear from Exhibit M-1 that Mr. Prabhat Chatterjee and Mr. D. R. Patra, Durgapur Ferro Scrap Nigam Limited Permanent Employees' Union, Durgapur were the representatives of the Durgapur Unit and participated in the Joint Forum Committee meeting held on 13.04.2022 at Durgapur, along with other recognized union from other units of the company. The decision reached in the agreement cannot be challenged by other unions which were not recognized trade unions at the relevant time. Furthermore, the subject matter of the Memorandum of Understanding dated 13.04.2022 and the corresponding Office Order dated 19.10.2023 (Exhibit M-3) have not been challenged in this case nor has the aggrieved union impleaded the recognized unions which had participated in the meeting to arrive at an agreement. I therefore hold that the Industrial Dispute raised by the aggrieved union agitating over the issue of non-revision of wage of the non-executive employees of FSNL, Durgapur w.e.f. 01.01.2017 is not sustainable under the established facts and provision of law involved. The Industrial Dispute is accordingly dismissed on contest.

Hence,

ORDERED

the Industrial Dispute is dismissed on contest. There is no merit in the claim of Ferro Scrap Nigam Limited Employees' Union (CITU), Durgapur Unit. Let an award be drawn up in light of my above findings. Let copies of the Award in duplicate be sent to the Ministry of Labour and Employment, Government of India, New Delhi for information and Notification.

ANANDA KUMAR MUKHERJEE, Presiding Officer

नई दिल्ली, 24 जनवरी, 2025

का.आ. 137.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स एफआईएस पेमेंट, सॉल्यूशन एंड सर्विसेज प्राइवेट लिमिटेड; मेसर्स श्रेष्ठ डिटेक्टिव एंड सिक्योरिटीज प्राइवेट लिमिटेड

के प्रबंधतंत्र, संबद्ध नियोजको और उनके यूनियन के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, कोलकाता के पंचाट (23/2019) प्रकाशित करती है।

[सं. एल-12011/43/2019-आई आर (बी- II)]

सलोनी, उप निदेशक

New Delhi, the 24th January, 2025

S.O. 137.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (**Ref. 23/2019**) of the **Central Government Industrial Tribunal-cum-Labour Court Kolkata** as shown in the Annexure, in the industrial dispute between the management of **Bank of India; M/s. FIS Payment, Solution & Services Pvt. Ltd.; M/s. Shresth Detective & Securities Pvt. Ltd.** and **Their Union.**

[No. L-12012/43/2019-IR(B-II)]

SALONI, Dy. Director

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT KOLKATA

Present : Justice K. D. Bhutia, Presiding Officer.

REF. NO. 23 OF 2019

Parties : Employers in relation to the management of

1. Bank of India,

2. M/s. FIS Payment, Solution & Services Pvt. Ltd.

3. M/s. Shresth Detective & Securities Pvt. Ltd.

VS

Their Union

Appearance:

On behalf of Bank of India: Smt. Banirupa Dutta Chowdhury, Authorised Representative.

On behalf of M/s. FIS Payment, Solution & Services Pvt. Ltd. : Absent.

On behalf of M/s. Shresth Detective & Securities Pvt. Ltd. : Absent.

On behalf of the Union: Mr.Sudipta Saha Roy, Authorised Representative.

Dated: 20th November, 2024

ORDER

By order No. L-12011/43/2019 –IR(B-II) dated 08-11-2019, the Central Government, Ministry of Labour in exercise of power conferred sub-section 1(d) and sub-section 2(A) of section 10 of Industrial Dispute Act, 1947 has referred the following disputes to this Tribunal for adjudication:-

“Whether the action on the part of the principal employer i.e. Bank of India in changing the model of hiring of services of the contractor which affected deployment of contract labour is legal and/or justified. Whether the action on the part of the contractor i.e. M/s. FIS Payment, Solution & Services India Pvt. Ltd., in retrenching services of the workmen Abdul Aziz Malita and 21 others (as per list enclosed) working as caretakers through its sub-contractor M/s. Shresth Detective & Securities Pvt. Ltd. w.e.f. 01-08-2019, without complying section 25(F) of the I.D. Act is legal and/or justified? If not, to what relief the workmen are entitled to?”

The facts giving rise to the present dispute in gist is that Bank of India, for the safety and security in running ATMs in different locations in the State of West Bengal, had engaged contractors for providing men powers/Caretakers through tenders. The same set of Caretakers continued to work in the ATMs of the bank with the changes of different contractors on expiry of their tenure or terms of agreement.

That M/s. FIS Payment Solutions & Services India Pvt. Ltd., the main contractor of the bank had engaged three sub-contractors namely M/s. Shresth Detective and Security Pvt. Ltd., M/s. An Hour Solution Pvt. Ltd. and M/s. Visual Securas Ltd. for providing Caretakers in different ATMs of the Bank. Those sub-contractors engaged the

concerned workmen as Caretakers, who were already working with the previous contractor for more than ten years, but all on a sudden those three sub-contractors served notice of termination upon those 22 workmen on 01-08-2019, without complying the statutory provisions of I.D. Act and in violation of section 21(24) of Contract Labour (Regulation & Abolition) Act, 1940.

It has been alleged by the union, which has espoused the dispute that those principal contractor and sub-contractors were compelled to issue notice of termination as bank has decided to abolish the post of Caretakers at ATMs. Therefore, the union has alleged that termination of the service of those 22 Caretakers by the contractors at the instance of the bank is illegal and void ab initio and has prayed payment of terminal benefits, statutory payment and compensation u/s 25-F of the I.D. Act, for having served the bank for more than 240 days in a calendar year.

The bank has contested the case of the union by filing written state where it has categorically the reference is not maintainable against it as there exists no employer-employee relationship between it and those 22 workmen recruited by or engaged by the contractors whose tender for supply of men power was accepted by it. It has further alleged that those 22 workmen were engaged by M/s. Shresth Detective and Security Pvt. Ltd. and they were under the pay roll of M/s. Shresth Security Pvt. Ltd. and who was a sub-contractor of M/s. FIS Payment Solutions & Service India Pvt. Ltd.

It has also alleged the bank had entered into service agreement with M/s. FIS Payment Solution & Service India Pvt. Ltd. for providing daily rental modular ATMs with rent different from phase to phase. The daily rent was to cover different set of services including deployment of caretaker/ site attendant. That as per the agreement M/s. FIS Payment Solution & Service India Pvt. Ltd. was to provide service on operational expenditure model and for which bank was to pay fixed service fee for uses of those ATMs along with various services provided including service of caretakers/site attendance.

In a bid to rationalise ATM operation Board of the Bank approved e-surveillance of ATMs and as such the contract which it had with M/s. FIS Payment Solution & Service India Pvt. Ltd. for providing caretaker service at ATMs got terminated. Consequently, M/s. FIS Payment Solution & Service India Pvt. Ltd. too terminated its service agreement with its sub-contractors for providing men power or caretakers w.e.f. 01-04-2019. Those workmen not being engaged by it directly were not its employee and as such there exists no industrial dispute between it and contractors' employees. Thereby, it has prayed for dismissal of reference against it.

The union reiterated what it has stated in its claim statement, in its rejoinder. The record shows the contractor employer M/s. Shresth Detective Pvt. Ltd. has been proceeded exparte as it has failed to put appearance and contest the dispute. That in order of reference there is no mention of other two contractors namely An Hour Solutions Pvt. Ltd. and Visual Securas Ltd. The union too has failed to implead them as parties to this proceeding.

The union in order to its case and claim has examined Sri Raja Ali Seikh, one of the workmen as W.W.1 and Sri Ranjit Das Adhikary, another workman as W.W.2. The union has produced and exhibited following documents through W.W.2 :-

1. Copy of 22 letters of termination issued by An Hour Solution Pvt. Ltd., M/s. Visual Securas Ltd. and M/s. Shresth Detective & Securities Pvt. Ltd. and which have been marked as Exb.W-1 to Exb. W-1/V.
2. Photocopy of union's letter dt.21-05-2019 addressed to DLC (C) and which has been marked as Exb.W-2 and
3. Copy of conciliation failure report of DLC, Kolkata dt. 25-09-2019 and which has been marked as Exb.W-3.

On the other hand the Bank has examined its Chief Manager Mr. Manoj Kumar Pandey as M.W. 1 and who has proved following documents :-

1. Copy of agreement for outsourcing of installation and managed services for 1500 cash dispenser machines dt. 22-05-2014 executed between Bank of India and M/s. FIS Payment Solution & Services India Pvt. Ltd. and which has been marked as Exb.M-1.
2. Copy of Master Services Agreement with effective date from 01-04-2019 executed between M/s. FIS Payment Solution & Service India Pvt. Ltd. and M/s. Shresth Detective & Securities Pvt. Ltd. for providing caretaker and house-keeping services and which has been marked as Exb.M-2.
3. Two Copies of same Master Services Agreement with effective date from 01-04-2019 executed between M/s. FIS Payment Solution & Service India Pvt. Ltd. and An Hour Solutions Pvt. Ltd. for providing caretaker and house-keeping services and which has been marked as Exb.M-3 and Exb.M-8.
4. Copy of mutual termination agreement executed between M/s. FIS Payment Solution & Service India Pvt. Ltd. and M/s. Shresth Detective & Securities Pvt. Ltd. on 01-04-2019 and which has been marked as Exb.M-4.

5. Copy of mutual termination agreement executed between M/s. FIS Payment Solution & Service India Pvt. Ltd. and Visual Securas Ltd. on 01-04-2019 and which has been marked as Exb.M-5.
6. Copy of mutual termination agreement executed between M/s. FIS Payment Solution & Service India Pvt. Ltd. and An Hour Solutions Pvt. Ltd. on 01-04-2019 and which has been marked as Exb.M-6 and
7. Copy of Master Services Agreement with effective date from 01-04-2019 executed between M/s. FIS Payment Solution & Service India Pvt. Ltd. and Visual Securas Ltd. for providing caretaker and house-keeping services and which has been marked as Exb.M-7.

Both union and bank have filed written notes of argument. The bank has placed reliance on Steel Authority of India & Ors. –vs- National Union Waterfront Workers & Ors., reported (2001) 7 SCC 1.

From the documents filed by the bank it appears that Bank of India had outsourced the installation and managed services for 1500 cash dispensers throughout India on an opex basis daily rental model for a period upto 31st December, 2020 with FIS payments Solutions & Services India Ltd. on 22nd May, 2014.

That M/s. FIS Payment Solution & Service India Pvt. Ltd. had engaged sub-contractors namely M/s. Shresth Detective & Securities Pvt. Ltd., An Hour Solutions Pvt. Ltd. and Visual Securas Ltd. for supply of Caretaker and Housekeeping services by executing Master Services Agreement on 2nd day of February 2018 and on 1st April, 2019 till the date of termination on occurrence of certain events as provided in the agreement.

Thus, from the documents exhibited by the bank, it appears that bank had sourced out the installation and maintenance of Cash Dispensers Machines at its different ATM Kiosks to M/s. FIS Payment Solution & Service India Pvt. Ltd. and who in turn sourced out the job of caretakers and attendants to three different sub-contractors named above. Therefore, it can be safely assumed that Caretakers and Attendants deployed by three sub-contractors of M/s. FIS Payment Solution & Service India Pvt. Ltd. were never engaged directly by the bank. Consequently, there exists no direct relationship of employer- employee between bank and those persons engaged as Caretakers and Attendants by three sub-contractors to work for M/s. FIS Payment Solution & Service India Pvt. Ltd. at ATM Kiosks of Bank of India, installed and maintained by it.

Exhibit W-1 to W-1/V prima facie shows that the service of those caretakers and attendants supplied by three sub-contractors of M/s. FIS Payment Solution & Service India Pvt. Ltd. to work in the ATM Kiosks maintained by M/s. FIS Payment Solution & Service India Pvt. Ltd. were terminated as bank had terminated the agreement which it had for installation and maintenance of ATM Machines with M/s. FIS Payment Solution & Service India Pvt. Ltd. sometime in the month of May and June, 2019 i.e. within two or three months of execution of Master Service Agreements on 1st day of April, 2019 by M/s. FIS Payment Solution & Service India Pvt. with its three sub-contractors.

Further, Exb. M-4, M-5 and M-6 shows that M/s. FIS Payment Solution & Service India Pvt. Ltd. executed mutual termination agreement on 1st day of April, 2019 the day it executed Master Service Agreement with those three sub-contractors. However, from Exb.M-4, M-5 and M-6 it is seen that those three sub-contractors had entered into an agreement with M/s. FIS Payment Solution & Service India Pvt. Ltd. for providing caretaker services on 02-02-2018 and such agreement was terminated on 1st April, 2019, the day another fresh Master Service Agreements were executed.

However, this tribunal is of view the contractor employees or their union have no right to decide on the internal management policy of the bank and they cannot raise their voice for withdrawal of caretaker and attendant service from ATMs of the bank or they cannot say that internal management policy of the bank is illegal just because the changed policy has affected continuity of their service at ATM Kiosks. No Court of Law can dictate a bank how to frame its management rules and policy or interfere with its management policy or administrative policy. The bank is at liberty to frame its internal management rule and policy within the framework of Constitution of India and so long the same is not illegal or irrational. Nothing has come on record to prove the change in policy by bank in running the ATM without caretaker/ attendant to be ultra-virus and illegal

Nevertheless, the union which has raised the dispute has failed to produce a single scrap of paper to show that 22 workmen named in Exb.W-1 to W-1/V were all along engaged by M/s. FIS Payment Solution & Service India Pvt. Ltd. through its sub-contractors from 2014 and those 22 workmen continuously worked for M/s. FIS Payment Solution & Service India Pvt. Ltd. at Bank of India's ATM Kiosks for more than 240 days in a calendar year or to prove violation of section 25-F of I.D. Act by both the sub-contractors and M/s. FIS Payment Solution & Service India Pvt. Ltd., the principal contractor of the bank.

Nothing has come on record to show that those 22 workmen were engaged on permanent basis by their respective immediate employer i.e. sub -contractors of M/s. FIS Payment Solution & Service India Pvt. Ltd. In fact, nothing has come on record to show on what terms and conditions those 22 workmen were engaged as caretakers and attendants by those three sub-contractors i.e. whether on contractual basis or on permanent basis. If they had been appointed on contractual basis or on tenure basis, then their service will automatically come to an end on the expiry of the contract or on the expiry of the tenure for which they have been engaged. Had they been engaged by those

sub-contractors on permanent basis then question of retrenchment will arise but no evidence whatsoever have come on record to prove the nature of their appointment/ engagement.

In view of the above, this Tribunal is of view the union which has raised the present dispute has failed to substantiate its claim and case by adducing cogent documentary evidence, such as appointment letter, pay slip, EPF & ESI slips or any such document from where the nature of appointment can be proved or engagement of those 22 workmen for more than 240 days in a calendar year to saddle the principal contractor and its sub-contractors with the statutory liabilities under the Labour Laws or the termination of service of those 22 workmen to be illegal. In fact it has come on record their service got terminated on termination of contract by the principal employer with its service provider contractor i.e. M/s. FIS Payment Solution & Service India Pvt. Ltd.

Accordingly, the Reference No. 23 of 2019 is dismissed and an award to that effect is passed.

Justice K. D. BHUTIA, Presiding Officer

नई दिल्ली, 27 जनवरी, 2025

का.आ. 138.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार पंजाब नेशनल बैंक के प्रबंधन, संबद्ध नियोजकों और पंजाब नेशनल बैंक वर्कर्स आर्गनाइजेशन के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, जयपुर के पंचाट (26/2012) प्रकाशित करती है।

[सं. एल-12011/54/2011-आई आर (बी- II)]

सलोनी, उप निदेशक

New Delhi, the 27th January, 2025

S.O. 138.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (**Ref. 26/2012**) of the **Central Government Industrial Tribunal-cum-Labour Court Jaipur** as shown in the Annexure, in the industrial dispute between the management of **Punjab National Bank** and **Punjab National Bank Workers Organization**.

[No. L-12011/54/2011-IR(B-II)]

SALONI, Dy. Director

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Reference No. L-12011/54/2011-IR (B-II)

Dated: 19.01.2012

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- 1- Je ea=ky; Hkkjr ljdkj ubl fnYyh }kjk fnukad 19-01-2012 dks vks|kfxd fookn vf/kfu; e 1947 dh /kkjk 10 1/2 % dh o 2A ds vUrXr inRr 'kDr; ks ds vuq j.k ea fuEufdr vks|kfxd fookn U; k; fu.kZ u grq bl vf/kdj.k dks l nfHkr fd; k x; k %&

“Whether the action of the management of Panjab National Bank, Jaipur in not giving fix pay of Rs. 295/- to Shri Hari Kishan Sharma and Laxman Singh w.e.f. 11.06.2007 is legal and justified? What relief the workmen concerned are entitled to?”

- 2- fnukad 19-02-2015 dks i kFkhZ dh vkj l s nkos dk vfHkdFku iLr djrs gq s ; g dgk x; k gS fd bl **विवाद से संबंधित श्रमिक श्री हरीकिशन शर्मा** vkj y{e.k fl g foi {kh cld ea fyfi d oxl ea dk; j r gS rFkk lhdj vkj fcnk j 'kk[kk ea inLFkkr gA nkuu Jfed i kFkhZ l xBu ds l nL; gA foi {kh }kjk fnukad 10-06-2007 dks bu nkuu Jfedka dks v/khuLFk oxl l s fyfi dh; oxl ea inklufr nh xbA inklufr se puv ye shramik adhinasth varj me nimnansuasar vetan le rHe the. hरीकिशन शर्मा मूल वेतन 8640@&: - एवं विशेष वेतन 255/-रू , oa y{e.k fl g ey oru 78910@&: - एवं विशेष वेतन 505@&: -A foi {kh rFkk cld depkfj; ka ds l xBu ds chp l Ei lu l e>ks ds vuq kj fnukad 10-06-2007 dks inklufr ij bu nkuu Jfedka dk oru 10J000@&: - ij fu/kkfr fd; k x; kA fnukad 11-06-2007 dks ; s nkuu Jfed 295@&: - fQDI il luy is Hkh iklr dj jgs FkA il luy fQDI is dks inklufr ij fdl idkj l jf{kr fd; k tkos ; g ekeyk fopkj/khu FkA 2007 ea Li "Vhdj.k iklr gvk ftl ds vuq kj ey oru ij oru fu/kkfr djus ij inl ea nh tk jgh il luy is vfre LVst rd igpus rd ns gA tks bu Jfedka dks ugha nh xbA vr% okn Lohdkj dj nkuu Jfedka dks fnukad 11-06-2007 l s 295@&: - fQDI il luy is rFa देय भत्ते की राशि ऐरियर सहित दिलाई जावे।
- 3- fnukad 23-09-2015 dks foi {kh us oknRrj ea ; g dgk fd i kFkhZ dks inklufr ds le; oru fu/kkjk पर उसके मूल वेतन में विशेष वेतन तथा एफ-ii-h- tkM+ dj inklufr in dk oru ykHk fn; k x; k gA fdrq i kFkhZ us bl rF; dks tkuc> dj Nq k; k gA Jfed y{e.k fl g i kFkhZ l xBu dk l nL; ugha है। इन श्रमिकों के वेतन द्विपक्षीय समझौते के अनुसार निर्धारित किये गये। इन श्रमिकों को दो विशेष oru@ , Q-i-h- fu; ekuq kj ns ugha gA ; fn , Q-i-h- dks 'kkfey ugha fd; k tkrk rks budk fQVeW 10J000@&: - l s de ij gkrkA vr% okn fujLr fd; k tkoA
- 4- fnukad 15-01-2020 l s i kFkhZ dks l k; ; iLr fd; s tkus dk vol j fn; k x; kA fnukad 23-05-2022 dks vfre vol j fn; k x; kA rñ jkar i kFkhZ }kjk of.kr ifjLFkr; ka ds vk/kkj ij i kFkhZ dks vol j fn; s x; s vkj vfre vol j vfHko} fd; s x; A fnukad 30-05-2024 dks 500@&: - ifj0; o vkjkr djrs gq s vol j iqu% fn; k x; kA fdrq dkbZ ifj.kke nf"Vxr ugha gvkA fnukad 11-09-2024 dks i kFkhZ vdkj.k vuq fLFkr jgkA bl fy; s l k; ; i kFkhZ dk vol j l eklr dj fn; k x; kA foi {kh dh vdkj.k vuq fLFkr dks ns[krs gq s foi {kh dh l k; ; Hkh l eklr dj nh xbA
- 5- bl fookn ea i kFkhZ us vi us vfHkopuka ds l eFku ea dkbZ l k; ; iLr ugha dh gA tcfD foi {kh us i kFkhZ ds vfHkopuka dk [k. Mu djrs gq s okn fujLr djus dk fuonu fd; k gA
- 6- i kFkhZ ds l k; ; ds vHko ea i kFkhZ ; g iekf.kr ugha dj l dk gS fd i kFkhZ l xBu ds Jfed Jh **हरीकिशन शर्मा व लक्ष्मण सिंह को 295/-रू** fQDI is fnukad 11-06-2007 l s u fn; s tkus dk foi {kh dk dR; voYk o vuqpr gkA bl fy; s l k; ; ds vHko ea i kFkhZ foi {kh l s dkbZ vuq'k'k iklr djus dk vf/kdkjh ugha gA
- 7- l nfHkr fookn dk U; k; fu.kZ u bl h idkj fd; k tkrk gA
- 8- अधिनिर्णय की प्रतिलिपि औद्योगिक विवाद अधिनियम, 1947 की धारा 17 (1) के अनुसरण में प्रकाशनार्थ if"kr dh tkoA

j k/kkekgu prpih] i hBkl hu vf/kdkjh

नई दिल्ली, 27 जनवरी, 2025

का.आ. 139.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सचिव, कॉयर बोर्ड, कोचीन, केरल; क्षेत्रीय कॉयर विकास अधिकारी, आरसीटी और डीसी, राजमुंदरी, ई जी, के प्रबंधतंत्र के संबद्ध नियोजकों और श्री सैयद मौलाना, कामगार, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह-श्रम न्यायालय- हैदराबाद पंचाट (संदर्भ संख्या LC 9/2008) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 27.01.2025 को प्राप्त हुआ था।

[सं. एल-42025-07-2025-32-आईआर (डीयू)]

दिलीप कुमार, अवर सचिव

New Delhi, the 27th January, 2025

S.O. 139.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. ID. No. LC 9/2008) of the **Central Government Industrial Tribunal cum Labour Court— Hyderabad** as shown in the Annexure, in the Industrial dispute between the employers in relation to **The Secretary, Coir Board, Cochin, Kerala; The Regional Coir Development Officer, RCT & DC, Rajahmundry, E G, and Shri Syed Moulana, Worker**, which was received along with soft copy of the award by the Central Government on 27.01.2025.

[No. L-42025-07-2025-32-IR (DU)]

DILIP KUMAR, Under Secy.

ANNEXURE**IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT AT HYDERABAD**Present: - **Sri Irfan Qamar**

Presiding Officer

Dated the 10th day of January, 2025

INDUSTRIAL DISPUTE LC No. 9/2008

Between:

Sri Syed Moulana,

S/o Sillar, Ex-Safaiwala,

D No 1-3-87, Beside Masjid,

Pichen, Line,

Samalkot, East Godavari District

....Petitioner

AND

1. The Secretary,

Coir Board, Cochin

Kerala State.

2. Regional Coir Development Officer

RCT & DC, Rajahmundry, E G District

....Respondents

Appearances:

For the Petitioner : A K Jayaprakash Rao & M Govind, Advocates

For the Respondent: M/s. Ravinder Viswanath, Advocates

AWARD

Sri Syed Moulana, who worked as Safaiwala (who will be referred to as the workman) has filed this petition under Sec. 2A(2) of the Industrial Disputes Act, 1947 against the Respondents Coir Board seeking for declaring the proceeding dated 28.1.2003 issued by Respondent as illegal, arbitrary and to set aside the same consequently directing the Respondents to reinstate the Petitioner into service duly granting all the consequential benefits such as continuity of service, back wages and all other attendant benefits etc., and such other reliefs as this court may deem fit.

2. The averments made in the petition in brief are as follows:

It is submitted that Petitioner worked as Ex-Safaiwala and he got terminated by Respondent on 28.1.2003. Further, it is submitted that the Petitioner was drawing wages of Rs.1300/- per month. It is submitted that the Petitioner served demand letters on dt.12.1.2004 and subsequently reminders on dt.24.5.2004, 21.7.2005 and the latest being on dt.22.6.2006 to the employer by Registered Post with acknowledgement due to reconsider the decision of termination of his service and to take him back with service benefits. The Respondent neither send any reply nor reconsider his case. It is submitted that Petitioner did not approach any other authority or Forum for getting the dispute settled. It is submitted that the workman has registered his name with Employment Exchange in the year 1992 and belongs to Schedule Caste. The 2nd Respondent called for interview vide letter dt.2.8.1994 and according to which Petitioner attended interview on 12.8.1994 and thereby he was appointed vide order dt.28.9.1994, as Safaiwala and he reported duty in October, 1994. The workman was appointed on consolidated pay of Rs.750/- per month. The workman submits that clear vacancies were existing in the office of 2nd Respondent, however, after completion of 89 days, the management shown break of about 1 or 2 days and used to issue fresh appointment letters which action has been evident from the Memo dt.27.4.1995 and on dt.16.7.1995. The workman submits that he had worked for more than 240 days continuously, but the management shown artificial breaks in service, obviously to evade regularization of the service of the workman. After the latest engagement of 89 days of spell in the year 1995, without there being any intimation or notice, the service of the workman was terminated. However, during the tenure of his employment, the workman approached the High Court and filed a W.P.No.23063/1995 along with one Mr.K.Yeseeph in which interim direction was granted to continue the workmen in service and as such the workmen were continued in service. However, at later stage in the year 2002, the Writ Petition was dismissed, as the issue relating to fact finding of the contention raised, therefore, the High Court observed that the contentions have to be agitated under the provisions of Industrial Disputes Act, 1947. Subsequently, in the year 1996, the consolidated pay was enhanced to Rs.1300/- per month, vide order No.66 dt.5.8.1996. It is submitted that during the interregnum while the workman was in continuous service in pursuance of the interim order of the High Court, the 1st Respondent issued an Office Order No.32, dt.17.5.2000 under which the workman was given temporary status of a Group D Employee as he rendered more than 240 days in a year. According to the above referred circular, the workman (i) is entitled for wages at daily rates with reference to the minimum of the pay scale for a corresponding regular Group D Official including DA, HRA and CCA. (ii) is entitled to increments at the same rate as applicable to a Group D Employee (ii) is also eligible for leave on a pro-ratabasis (iv) is also entitled that his half of the service rendered under temporary status would be counted for the purpose of retirement benefits after regularization (v) is entitled to be treated on par with temporary Group D Employees for the purpose of contribution to GPF after 3 years continuous service after conferment of temporary status and till then the workman would be considered for Product Linked Bonus/Adhoc Bonus. The name of the workman is shown at Serial No.6 of the said proceeding. Contrary to the above referred circular dt.17.5.2000, the management terminated the service of the Petitioner w.e.f.28.1.2003. The management alleged that it had sent the termination notice to the workman and in fact made up a story of return of the same notice due to non delivery, and as such published in a News Paper. It is submitted that the Division Bench of the Hon'ble High Court while dealing with number of Writ Appeals filed by the Coir Board against its employees, decided the issue on dt.9.6.2006 that the Coir Board is an industry within the meaning of provisions of I.D. Act, 1947. The present case on hand also has similarity as to violation of provisions of Section 25F of the Industrial Disputes Act and also in violation of the Circular dt.17.5.2000 issued by the management. Hence, the present ID proceedings are initiated against management for appropriate relief in favour of the Petitioners and against the management. Even as seen from the Paper Publication, the Proceedings are dt.18.3.2003 and the date of effect of termination is 28.1.2003. In view of the settled principles of law, the termination cannot be effected with retrospective date, hence, the order of termination is liable to be set aside. The workman has approached the management for reinstatement him into service on 22.12.2007 but Management did not respond positively, hence, this petition. Therefore, prayed to set aside the order dt.18.3.2003 terminating the workman w.e.f. 28.1.2003 as illegal, arbitrary and consequently direct the Respondent to reinstate the Petitioner with all consequential benefits.

3. The Respondents filed counter denying the averments made in the petition, with the averments in brief which runs as follows:

It is submitted that the Coir Board had established four regional Coir training and development centres, one each in Thanjavur (Tamilnadu), Arsikere (Karnataka), Rajahmundry, (A.P), and Bhubaneswar (Orissa). The staff for these centres were to be appointed on deputation basis from the state governments concerned after an initial period of operation of five years. From the above, it is clear that no staff were able to be appointed by the Coir Board on

regular basis, in these centres. It is submitted that in the case of the Petitioner, Shri. Syed Moulana, he was engaged as a contingent Safaiwala in the hostel attached to the RCT&DC (Regional Coir Training and Development Centre) at Rajahmundry for a period of 89 days w.e.f 17.10.1994. It is submitted that he was given a consolidated pay of Rs.700/- per month. After the initial 89 days, after a break, he was again engaged as contingent Safaiwala for another 89 days period with the same consolidated remuneration. Further, it is submitted that since the services of Petitioner was not required for the hostel attached to the RCT&DC (Regional Coir Training and Development Centre), Rajahmundry, his engagement was discontinued. At that time, Petitioner moved the Hon'ble High Court, Hyderabad filing a Writ Petition No. 23063/ 1995. As per the interim directions of the Hon'ble High Court in W.P.23063 / 1995, the Petitioner was re-engaged from 20.10.1995. Subsequently, the consolidated remuneration being paid to him was enhanced to Rs. 1,100/- p.m w.e.f 1.8.1996. It is submitted that the Petitioner was absenting from duty during the period 6.8.1998 to 31.1.2001. It is submitted that Petitioner was given temporary status of a group D employee vide Office Orders No.32 dated 17.5.2000. In the meantime, correspondence was going on with the Central Government on the matter of transfer of RCT&DCs to the state governments concerned. Since the State Government were not coming forward to take over these Centres with the men and machinery available in the Centres, ultimately the Central Government issued a direction to the Coir Board to close down the Centres and discontinue the activities through them vide letter No.7(22)/95-Coir dated 4th July, 2000. Thus, the activities in the RCT&DCs, Rajahmundry were stopped w.e.f 31.3.2001. The Petitioner was still continuing in the service by the virtue of the direction of the Hon'ble High Court in W.P.23063 / 1995. But the Hon'ble High Court vide judgment dated 22.11.2002 dismissed the above writ petition filed by the Petitioner. It is submitted that in the light of the judgment passed by the Hon'ble High Court, the engagement of relevant the Petitioner was terminated w.e.f. 28.1.2003 and termination order was sent by registered post to the contingent staff but it was returned undelivered. Therefore, the notice was published in the local newspaper on 21.1.2003. With respect to the allegation that the termination Order cannot be effected with retrospective date, it may kindly be noted that the termination notice was first sent to him in his postal address by registered post promptly. But, since the same was returned after some days, undelivered, the same was issued in the local newspaper as per procedure. This was the fact against which the public notice was issued on 28-01-2003 for termination of the engagement of the Petitioner. Therefore, prayed to dismiss the petition with costs.

4. On the basis of the pleadings of both parties and arguments advanced, the following points emerge for determination:-

- I. Whether the action of the Respondent management in terminating the services of the Petitioner workman vide order dated 28.1.2003 is legal and justified?
- II. To what relief the Petitioner is entitled for?

Findings:-

5. Point No.I: Petitioner claims that he joined the services of Respondent on 28.9.1994 as safaiwala. The Workman was appointed on consolidated pay of Rs.750/- per month and from the date of joining till termination he worked continuously with unblemished record of service. Further, Petitioner submits that he had worked for more than 240 days of continuous service in every completed year. Further, it is submitted that Respondent in the month of October, 1995 gave artificial break. Thereafter, Workman approached Hon'ble High Court and filed WP No.23063 of 1995 along with another employee and the Hon'ble High Court passed the order in WPMP number 28326 of 1995, Ex. W6 directing the Respondent to continue the Petitioner in the service pending disposal of writ petition. Further, it is submitted that from 1995, Respondent continued the services of the Petitioner without giving any break in the service. Further, it is submitted that first Respondent issued an office order No. 32 dated 17th May, 2000, Ex.W8 under which they have given temporary status of a Group D employee to the employees who completed 240 days of service, as the Petitioner has completed 240 days of continuous service in every completed year, the Respondent gave the temporary status of Group D employee to the Petitioner also along with other employees and the name of the Petitioner appears in the office Order No.32 dated 17.5.2000 at Sl No. 6. Further, it is submitted that the Petitioner was granted temporary status by Respondent No.1 in the said office order but the Respondent has terminated the services of the Petitioner with effect from 28.1.2003 and the said action of the Respondent is illegal and contrary to the law. Further Petitioner has submitted that Respondent has terminated his services in violation of provision of Section 25 F of ID Act. To fortify the claim, Petitioner has examined himself as WW1 and filed chief affidavit of wherein has reiterated the averments made in petition. WW1 Witness has also exhibited 11 documents in support of the claim i.e., Ex. W1 to W 11.

6. Perusal of the docket reveals that despite sufficient opportunity accorded to him, Respondent did not adduce any evidence nor cross examined witness WW1. Therefore, case was set exparte against the Respondent. As the Respondent did not cross examine Witness WW1, the deposition of the witness remained uncontraverted. The Petitioner has filed documents in support of his the claim which we proceed to discuss one by one. Ex. W1 is the memorandum dated 28.9.94 issued by the Management Coir Board for appointment of Petitioner Sri Syed Moulana at the hostel attached to RCT &DC, Rajahmundry on contingent basis on a consolidated pay of Rs.700/- per month. Further Ex.W2 is another memorandum dated 27.1.1995 issued by Regl.Coir Dev. Officer of the Respondent, which

reveals that again the Petitioner Md. Moulana was offered the post of Safaiwala for 89 days at the hostel attached to Regl.Coir Training and Development Centre, Rajahmundry on contingent basis on a consolidated pay of Rs.700/- per month. Further, Ex.W3 is another memorandum issued by COIR Board to the Petitioner for the post of Safaiwala, at the hostel attached to Regional Coir Training and Development Centre, Rajahmundry on contingent basis dated 16.7.1995 for a period of 89 days. Ex.W4 is an affidavit which has been filed in writ petition No.23063 of 1995 by Petitioner. Further Ex.W5 is the counter copy of affidavit filed by Respondent. Further Ex.W6 is copy of order of High Court of AP wherein High Court has ordered that notice issued to the Respondents into show cause why this application of the Petitioner Sri Md. Moulana should not be complied with and it is further ordered that the Respondents herein and hereby are directed to continue the Petitioner in Service pending further orders on this petition. Thus, Hon'ble High Court vide order dated 13.10.1995 has directed the Respondent to continue the Petitioner in services till further orders. Ex.W7 is the copy of another memorandum dated 20.10.1995, issued by Coir Board, Regl. Coir Dev. Officer-I, Rajahmundry the contents of the aforesaid is extracted below:-

“ In pursuance of the orders cited, Sri. Md. Mowlana, Safaiwala at hostel attached to Regl. Coir Trg. & Dev. Centre, Rajahmundry is continuing his service in same post until further orders.”

Thus, in view of the order dated 13.10.1995 of Hon'ble High Court of AP in the WPMP No. 28326/1995 Respondent was directed to continue the services of the Petitioner in the same post until further orders. Further, Ex. W8 is the office order No.32 dated 17.5.2000, of Respondent whereby the Petitioner was conferred the temporary status of Group D in the service of the Respondent. Ex.W9 is the Newspaper publication of notice of Termination of Petitioner dated 18.3.2003 wherein it is mentioned that services of the Petitioner Sri Syed Moulana and Sri K. Yeseph of Rajahmundry are no longer required as the activity of the Centre has been discontinued. Therefore, the services of the Petitioner are not required in pursuance of the order dated 22.11.2002 of the Hon'ble High Court of AP in WP No.23063 of 1995. Further, it is mentioned in the said notice that the termination order was sent by RPAD which was undelivered, hence the same was published in the newspaper. Therefore, with the dismissal of the writ petition, the services of the Petitioner was terminated by the Respondent management with effect from 28.1.2003 for the reason assigned that the activities of the centre has been discontinued.

7. Admittedly, the activities of the centre of the Respondent has been discontinued vide letter dated

Issued by Government of India whereas the Respondent centre has been closed due to discontinued of its activities, the provision of Sec.25FFF would apply to the case of Petitioner.

In this context, I would like to make the reference of Section 25 FFF which reads as follows:-

25FFF. Compensation to workmen in case of closing down of undertakings.

(1)Where an undertaking is closed down for any reason whatsoever, every workman who has been in continuous service for not less than one year in that undertaking immediately before such closure shall, subject to the provisions of sub-section (2), be entitled to notice and compensation in accordance with the provisions of section 25-F, as if the workman had been retrenched:Provided that where the undertaking is closed down on account of unavoidable circumstances beyond the control of the employer, the compensation to be paid to the workman under clause (b) of section 25-F, shall not exceed his average pay for three months.

Further, in this context, Hon'ble Supreme Court in the matter of **Management of Hindustan Steel Ltd Vs. The Workmen & Ors. 1973 Air page 878** have held,

“According to sub-s.(2) of s. 25FFF it is quite clear that in case of closure of the categories of undertakings as mentioned therein, no workman employed in those undertakings can claim compensation under cl. (b) of S. 25F. The language of s. 25FFF(2) is plain and unambiguous. Indeed, the learned counsel for the Respondent also did not dispute that if it were to be held in this case that the undertaking had been closed down then cl. (b) of S. 25F would not be attracted and Shri Naidu would not be entitled to claim relief under that clause. According to Shri Madan Mohan, however, the present was not a case of closure of the undertaking. His submission was that only the work of the Housing Project at Ranchi had been completed. It was argued that unless the entire undertaking of the appellant was closed down not acceptable. The word undertaking as used in S. 25FFF seems to us to have been used in its ordinary sense connoting thereby any work, enterprise, project or business undertaking. It is not intended to cover the entire industry or business of the employer 'as was suggested on behalf of the Respondent. Even closure or stoppage of a part of the business or activities of the employer would seem in law to be covered by this sub-section. The question has indeed to, be decided on the facts of each case",... In the present case the Ranchi (1) [1957] S.C.R. 121.

Housing Project was clearly a distinct venture undertaken by the appellant and it had a distinct beginning and an end. Separate office was apparently set up for this venture and on the completion of the project or enterprise that undertaking was closed down. The Tribunal has actually so found. Its conclusion has not been shown to be wrong and we have no hesitation in agreeing with its view. There is no cogent ground for reopening the Tribunars conclusion under Art. 136 of the Constitution. It is also noteworthy that Shri Naidu had been recruited to the work-charged establishment of the Ranchi Housing Project. In Workmen of the Indian Leaf Tobacco Development Co. Ltd. v. Management(1) closure of eight out of 21 depots of the company though not amounting to, closure of its entire

business was considered, to amount to a closure within the contemplation of s. 25FFF. In Parry & Co. Ltd. v. P. C. Lal(2) it was observed that it was within the managerial discretion of an employer to organise and arrange his business in the manner he considered best and that if a bona fide scheme for such re-organisation results in surplusage of employees, no employer is expected to carry on the burden of such economic deadweight and retrenchment has to be accepted as inevitable, however unfortunate. The reasoning and ratio of these decisions support the appellant's argument."

8. From the perusal of evidence on record it is established that the activities of the Respondent management has been closed and consequently, the services of the Petitioner was no more required in the Respondent office and Petitioner was terminated with effect from 28.1.2003. In this context, Respondent has also filed a document that goes to reveal that Regional Coir Development Officer, Rajahmundry Government of India, has written a letter to the Chairman, Coir Board, Ernakulam, regarding subject of transfer of Regional Coir Training and Development Centre to the State Government and contents of para 2 of the said letter is extracted as under:-

"The issue of continued retention of these Centres by the Coir Board has been carefully examined in this Ministry in consultation with the Integrated Finance Wing and it has been decided that Coir Board may in accordance with the prescribed administrative procedure forthwith dispense with the services of the staff engaged on contractual/casual basis at these centres, as there is no Government sanction for the engagement of this staff. A compliance report in this regard may please be sent to this Ministry by 24th July, 2000."

Thus, the service of staff engaged on contractual /casual basis at the centre of Respondent has been dispensed with as there was no Government sanction for engagement of the staff.

9. Therefore, in view of the above the circumstances was beyond the control of the Respondent, and it was decided to close activities of the centre. Consequently services of the staff engaged on contractual /casual basis at the centre as there was no government sanction for the staff engaged on contractual /casual basis at the Centre. Thus, for the want of sanction of contract to engage the staff, the services of the Petitioner was terminated and that circumstances was beyond the control of the Respondent management due to closure of its activity. Considering the evidence on record produced by Petitioner which is uncontraverted, it is established that the undertaking of the Respondent was closed down due to want of sanction from the Government of India to engage the staff and it is also established. Petitioner workman has been in continuous service for not less than one year in the Respondent centre immediately before such closure. Therefore, the Petitioner is entitled for compensation to be paid under clause (b) of Sec.25F which shall not exceed his average pay for three months under the I.D. Act, 1947. As regard compliance of the provision of the notice and compensation to the Petitioner according to the provision contained under section 25 F(b) of the ID Act is concerned, the averment of the Petitioner in this respect remained uncontraverted that the Petitioner's services has been terminated in contravention of the provision of Section 25 F of the I.D. Act, 1947. Therefore, Petitioner is entitled to compensation in accordance with the provision contained under Section 25F of the Act.

10. In view of the fore gone discussion and law laid down by the Hon'ble Apex Court, the services of the Petitioner has been terminated under section 25FFF of the I.D. Act. Therefore, he is entitled for compensation as provided under Section 25F of the Act.

This point is answered accordingly.

11. Point No.II:- Since the termination of the Petitioner was due to the closure of the activities of the Respondent management for the want of sanction, in view of the provision of Section 25 FFF read with Section 25F(b), Petitioner is entitled for compensation as per Section 25 F(b).

This Point is answered accordingly.

AWARD

In view of the fore gone discussion and finding arrived at Points No. I & II, I hold that Petitioner's services has been terminated by the Respondent under provision of Sec.25FFF due to closure of activities of its centre and he is entitled for compensation as per provision contained u/s.25F(b) of I.D. Act, 1947.v Hence, the Petitioner is entitled to his average pay of three months. Respondent is directed to pay compensation to the Petitioner as per provision contained u/s25F(b) of I.D. Act, 1947 within two months from the date of receipt of the order. Petition partly allowed accordingly.

Award is passed accordingly. Transmit.

Dictated to Smt. P. Phani Gowri, Personal Assistant, transcribed by her, corrected and signed by me on this the 10th day of January, 2025.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the
Petitioner
WW1: Sri Syed Moulana

Witnesses examined for the
Respondent
NIL

Documents marked for the Petitioner

Ex.W1: Photostat copy of memorandum dt.28.9.94 issued by Respondent appointing Petitioner
Ex.W2: Photostat copy of memorandum dt. 27.1.95 issued by Respondent appointing Petitioner
Ex.W3: Photostat copy of memorandum dt. 16.7.95 issued by Respondent appointing Petitioner
Ex.W4: Photostat copy of affidavit filed in WP 23063/95 dt.12.10.95
Ex.W5: Photostat copy of counter affidavit filed in WP 23063/95
Ex.W6: Photostat copy of interim direction in WPMP 28326/1995 in WP 23063/95
Ex.W7: Photostat copy of order of Respondent dt.20.10.95 to continue the Petitioner in service
Ex.W8: Photostat copy of circular dt.17.5.2000 conferring temporary status to Petitioner
Ex.W9: Photostat copy of paper publication dt.18.3.2003, terminating the services of Petitioner
Ex.W10: Photostat copy of common order in batch of writ appeals dt.9.6.2006
Ex.W11: Photostat copy of office order no.51 dt.18.12.2015 regularising the services of similarly placed workers at R.O., Bhubaneswar by the Board

Documents marked for the Respondent

NIL

नई दिल्ली, 27 जनवरी, 2025

का.आ. 140.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार अधीक्षण अभियंता (सिविल), मेसर्स बीएसएनएल, डाबागार्डन्स, विशाखापत्तनम, के प्रबंधन के संबद्ध नियोजकों और श्रीमती बी. पद्मा, कामगार, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह-श्रम न्यायालय- हैदराबाद पंचाट (संदर्भ संख्या LC 5/2010) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 27.01.2025 को प्राप्त हुआ था।

[सं. एल-40012/02/2010-आईआर (डीयू)]

दिलीप कुमार, अवर सचिव

New Delhi, the 27th January, 2025

S.O. 140.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. ID. No. LC 5/2010) of the **Central Government Industrial Tribunal cum Labour Court— Hyderabad** as shown in the Annexure, in the Industrial dispute between the employers in relation to **The Superintending Engineer (Civil), M/s. BSNL, Dabagardens, Visakhapatnam, and Smt. B. Padma, Worker**, which was received along with soft copy of the award by the Central Government on 27.01.2025.

[No. L-40012/02/2010-IR (DU)]

DILIP KUMAR, Under Secy.

ANNEXURE

**IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT AT
HYDERABAD**

Present: **Sri IRFAN QAMAR**

Presiding Officer

Dated the 9th day of January, 2025

INDUSTRIAL DISPUTE No. 5/2010

Between:

Smt. B. Padma,

S/o L. Vijaya Kumari,

D.No.5-6-(9), Lakshmi Devi Peta,

Anakapalli,

Visakhapatnam(A.P.)

..... Petitioner

AND

The Superintending Engineer(Civil),

M/s. BSNL,

Civil Circle, D.No.29-6-3, 2nd floor,

Lalitha Colony, Dabagardens,

Visakhapatnam -530 020.

.... Respondent

Appearances:

For the Petitioner : M/s. B. J. Krishna Mohan & N.V.S.S. Papa Rao, Advocates

For the Respondent: Sri K. Mohan, Advocate

AWARD

The Government of India, Ministry of Labour by its order No. L- 40012/ 2/2010-IR(DU) dated 15.4.2010 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of M/s. BSNL and their workman. The reference is,

SCHEDULE

“Whether the action of the management of Superintending Engineer, BSNL, Visakhapatnam in terminating the services of Smt. B. Padma w.e.f 1.9.2009 is legal and justified? If not, what relief the workman is entitled to?”

The reference is numbered in this Tribunal as I.D. No. 5/2010 and notices were issued to the parties concerned.

2. The averments made in the claim statement are as follows:

The workman submits that under an application she was selected and appointed as Group "D" Part Time Sweeper cum water woman with the employer w.e.f. 19th June 1984 and she rendered continuously the service so, she was categorized as Beldar cum peon w.e.f. June, 1994 and that while she was working so with the department of Telecommunications (DOT), Anakapalli and that from June 1994 in the office of the Executive Engineer M/s. B.S.NI Civil Division, Visakhapatnam being sponsored from the regional employment exchange and got selected and working on wages of Rs. 1, 500/- per month and the nature of duties were stitching of files, posting of letters at Post Office, carrying and handing over letters etc., to different units, taking Xerox copies, paper filing and estimated stitching, supplying water and tea and other works entrusted by the officers of the employer and the hours of duty per day were of 08 to 10 hours. It is submitted that the work that she was doing was perennial in nature and that while she was working uninterruptedly for more than 240 days in a year in all those years continuously. It is further submitted that no smart practices were on her part she was terminated from service unceremoniously w.e.f. 01.10.2003 under violation of the statutory provisions of law relating to the industrial jurisprudence and consequently she raised an industrial dispute before the Authority appointed under the Act of 1947 which inter alia convened joint meetings between the employer and the workman and finally parties to the dispute under their volition got entered into a settlement dated 31.03.2004 under Section 12(3) of the Industrial Disputes Act 1947 and consequently the workman was reinstated w.e.f. 02.04.2004 with continuity of service from the date of termination i.e. 01.10.2003 till 02.04.2004 as if there was no termination at all and ever since then she has been working uninterruptedly duly working for more than 240 days a year in all these years. During 1995 to 1999 attendance registers had also been maintained by the department. It is submitted that the letter dated 10.11.1982 being notified by the DOT, Anakapalli bears the name of the workman (L. Padma by then), and copy of the settlement dated 31.03.2004 under Section 12(3) of the Industrial Disputes Act 1947. Further it has also been represented to the concerned authority for regularization of the services of the workman through the Authority appointed under the Act of 1947 vide representation dated 23.01.2004. It is submitted that during that period the workman got so many employment opportunities but she remained back with the employer owing to the assurance given by the concerned authority that her services could be absorbed and permanency be granted with higher benefits than the one she could get elsewhere. That apart she is a member of the Scheduled Caste. It is submitted that I was appointed substantively against sanctioned post. The alleged name as "Contract Labour" is only sham and nominal. It is a camouflage to prevent the workman from claiming the benefits of Labour Laws that are applicable in the circumstances. Ipso facto there is no mediator in the matter of either appointment of the workman or her continuance of the service with the employer. The employer used to maintain an attendance register. Copies of the attendance registers for the period of 1995 to 1999 are herewith annexed. As the services of the workman are continuous in the same department the entire service of her be computed for all the purposes. It is submitted that the workman is now age barred and ineligible for any other employment in any statutory establishment and she is the bread winner to the large family. It is submitted that the workman in toto rendered 25 years of unblemished service to the employer straining herself from dawn to dusk with a fond hope that in all just and fairness that her services could be continued till she attains superannuation. But, services of workman

were uninterrupted and she was denied even temporary status in consonance of the notification of the Department of the employer apart from being denied equal pay for equal work which was a constitutional guarantee to which the workman is fairly entitled to. It is further submitted that she raised an industrial dispute. Hence prayed to declare the alleged contract employment as bogus, a sham and nominal and that the action taken by the employer is unjust, unfair, illegal, arbitrary, vindictive, an unfair labour practice but also unreasonable and unsustainable under rule of law and direct the employer to reinstate the workman with all consequential and attendant benefits., continuity of service with full back wages for the period from date of arbitrary termination i.e. 01.09.2009 till date of actual reinstatement for the workman has not been employed gainfully ever anywhere and that she is also entitled for absorption with the employer in lieu of the nature and length of service she rendered.

3. Respondent filed counter denying the averments of the Petitioner as under:

At the outset Respondent denied various allegations made by the Petitioner except those which are specifically admitted. It is denied that the claimant was selected and appointed vide application with effect from 01.03.1996 Divisional Engineer, B.S.NL, Srikakulam and that the salary was fixed at Rs.1200/- per month and that she worked for 10 to 12 hours per day is also denied. It is submitted that no such person has been appointed and no such appointment letter has been filed by the claimant and it is submitted that the appointment cannot be made by the Superintendent Engineer as the procedure of appoint of staff is decided by the Central Office. It is also denied that the claimant had worked for 240 days uninterruptedly. It is submitted that the claimant was neither appointed nor terminated as such the very fact that the claimant states that her salary was Rs.1200/- per month falsifies is contention and suffice to state that the claimant was never appointed hence the question of terminating does not arise and no piece of paper has been filed to establish the same. It is submitted that the procedure for appointment is governed by the Constitution of India and there cannot be any other mode of appointment as such the claim of the claimant has to be rejected. It is denied that the Petitioner has obtained order from the Asst. Commissioner of Labour under the name of B.Padma under representation dated 23.01.2004 but it is suffice to state that the description of the said employee does not tally with the Petitioner and the claim is now time barred. That Respondent had given any assurance to the claimant is denied. It is submitted that the contention of claimant that she was shown a contract labour is contradictory to her claim wherein she claims to have been appointed. It is submitted that whenever the Respondent took contract labour, the contract between the Respondent and the labour contractor and Respondent never paid any amount directly to the labour, and has no concern as to who would be engaged by the contractor. It is suffice to state that no documentary evidence has been filed to show that the Respondent has engaged the service and paid the wages, which falsifies the claim of the claimant. It is denied that claimant has rendered services of 25 years, as per records of the Respondent and the question of sudden and surprise unceremonious action does not arise. It is submitted that the claimant had claimed at he was appointed by Respondent on his application and now the claimant claim that job works were carried by contractors. It is submitted that odd jobs were given in contract to contractors and the amounts were paid to the contractors, and the contention of the claimant that the same is sham and unfair is contrary to the record and suffice to state that the claimant has not produced a single piece of paper to establish that he was employed by the Respondent and terminated on 10.10.2003 and it is submitted that the appointments were done as per the rules by the Central Office and no recruitments are done directly by the department itself. The claimant was never employed and as such is not a workman of the Respondent and not entitled to raise the disputes under the Industrial Disputes Act. Hence, prayed to dismiss the claim of the claimant.

4. On the basis of rival pleadings following points emerged for determination in the present matter:-

- I. Whether the action of the management of Superintending Engineer BSNL Visakhapatnam Intermediate in the services of Smt. B Padma w.e.f. 1.9.2009 is legal and justified?
- II. To what relief the Workman is entitled for?

Findings:-

5. Point No.I:- As per claim of the Workman, she was selected and appointed as Group D part time sweeper cum water woman with the employer with effect from 19.6.1984 and she rendered continuous service. Further, it is submitted that she was categorised as Beldar cum Peon with effect from June, 1994. That while she was working so with the Department of Telecommunications, Anakapalli in the office of the Executive Engineer, M/s. BSNL, Civil Division, Visakhapatnam being sponsored from the regional Employment Exchange and got selected and working on wages of Rs.1500/- per month. Further, the nature of duties were stitching of files, posting of letters at post office, carrying and handing over letters etc., to different units, taking Xerox copies, paper filing and estimated stitching, supplying water and tea and other works entrusted by the officers of the employer. Further, it is submitted that hours of duty per day were 8 to 10 hours and she was doing the work of perennial in nature and she was working uninterruptedly for more than 240 days in a year, in all those years, continuously. Further, it is submitted that Respondent in violation of the provisions of I.D. Act, 1947 has terminated the Workman from service unceremoniously with effect from 1.10.2003. Further, it is submitted that Petitioner raised industrial dispute before the authority appointed under the Act who convened joint meetings between the employer and the Workman and finally, parties to the dispute under their volition got entered into a settlement dated 31.3.2004 under section 12(3) of the I.D. Act, 1947 and consequently the Workman was reinstated with effect from 2.4.2004 with continuity of service

from the date of termination i.e., 1.10.2003 to 2.4.2004 as if there were no termination at all and ever since she has been working uninterruptedly for more than 240 days a year, in all these years. Further, it is submitted that during 1995 to 1999 attendance registers had also been maintained by the department. She has filed the letter dated 10.11.1982 being notified by the DOT, Anakapalli wherein the name of the Workman is mentioned and also filed the copy of settlement dated 31.3.2004 under Section 12(3) of ID Act.

6. Per contra, Respondent has filed counter wherein it is contended that the claim of the Petitioner is neither maintainable in law nor on facts and liable to be dismissed. Further, it is denied that claimant Workman was an employee of the Respondent. Further, it is submitted that as per record of the Respondent, the Petitioner was never employed by the Respondent. Further, it is submitted that the Workman is not employee of the Respondent and address of the Respondent given by the Petitioner is incorrect. Further, it is contended that the Workman was not selected and appointed vide application with effect from 1.3.1996 and it is also denied that salary of the Workman was Rs.1200/- per month and she worked for 10 to 12 hours per day. Further, Respondent submitted that the appointment cannot be made by the Superintendent Engineer as the procedure of appointment of staff is decided by the central office. It is also denied by the Respondent that claimant had worked 10 to 12 hours per day and that she worked for 240 days uninterruptedly from 1.3.1996 to 10.10.2003. Respondent contended that claimant was neither appointed nor terminated and that her salary was Rs.1200/- per month falsifies her contention. Further, the claimant was never appointed. Hence the question of terminating her services does not arise. Workman has not filed any piece of paper to establish the claim of her appointment in the Respondent office. The procedure for appointment in the Respondent organization is governed by the Constitution of India and there cannot be any other mode of appointment. As such the claim of the claimant has to be rejected. Further, Respondent denies that Petitioner has obtained order from ALC(C), under name of Smt. B Padma in her representation dated 23.1.2004. But it is suffice to state that the description of this employee does not tally with the Petitioner.

7. Further, Respondent contended that the claimant has claimed as she was appointed by this Respondent and she was shown as a contract labour, which is contradictory to her claim, that she has been appointed. Further, Respondent denies that the contract labour is a sham and that they always work under the Respondent. It is suffice to state that no documentary evidence has been filed to show that the Respondent has engaged her service and paid wages, which falsifies the claim of the claimant. Further, Respondent also denies that claimant has rendered service of 25 years. But as stated supra, the claimant was never employed. Further, it is contended that the Workman is not a Workman of the Respondent and not entitled to raise the dispute under the I.D. Act, 1947. Therefore, prayed that the claim of the Workman be dismissed with costs.

8. The workman has examined herself as WW1 and also filed the documents in support of claim, i.e., Ex.W1 to W9. On the other hand, Respondent has filed evidence affidavit of MW1 and MW2, and MW1 was cross examined by the Counsel for workman and Respondent has also filed the documents i.e., 49 documents. Although the affidavit of MW2 was filed by the Respondent, along with the aforesaid 49 documents, but as the witness MW2 was not produced for cross examination, therefore, the evidence of the MW2 is not admissible as per rule of evidence.

9. In view of the submissions and evidence on behalf of rival parties, let us proceed to examine whether the action of Respondent in terminating the services of the Workman vide order dated 10.10.2003 is justified. The Workman herein Smt.B. Padma has examined herself as WW1 and in her chief affidavit she has reiterated the averments made in the claim statement. In cross examination WW1 states:-

"I was appointed through my brother Srinivas Rao who was working as a clerk in BSNL. I cannot say if I can examine him(Srinivas, my brother). It is not correct to say that I am depositing falsehood and that I know the above contractors and that I was appointed through my brother i.e., Srinivas. It is true that I have not mentioned in my claim statement that I was appointed through my brother nor in my evidence affidavit.

It is not true to say that Ex. W5 attendance register is a bogus one and fabricated document. It is not true to say that I was working under BSNL and that this company has no link with me. It is not true to say that I was working under the contractor and getting salary from them. My name was there in the attendance register and as well as acquaintance roll. It is not correct to say that my name was not there in attendance register and payroll register. It is not true to say that I have not worked from 15.4.1996 to 10.10.2009 under the Respondent. It is not true to say that, I only worked under the contractor and not under the BSNL management."

10. In support of her claim, Workman has also filed the documents in evidence. Ex.W1 is the list dated 10.11.1982 of Candidates found suitable for being engaged as a casual Mazdoor in P&T department, and the name of the Workman herein bears at Sl.No.33. Thus, from Ex.W1 it is established that the Workman was engaged as casual mazdoor vide order dated 10.10.1982 issued by A. Krishna Rao, Sub -Divisional Officer, Telecom, Anakapalli. Further, Ex.W2 is the representation dated 23.1.2004 written by Workman, L. Padma to the, TK Panda, Assistant Labour Commissioner, Visakhapatnam asking for regularization, and regular employment as sweeper cum water woman in Telecom Civil Wing. Ex.W3 is the memorandum of Settlement arrived at under Section 12(3) of the I.D. Act, 1947 on 31.3.2004, before the ALC(C), Visakhapatnam, between the management of M/s. BSNL represented by Executive Engineer, Civil Division, Visakhapatnam and Smt. L. Padma as sweeper cum water woman in BSNL. The extract of terms and conditions of settlement are as under:-

1. *The management will allow the Workman to join the in duty as a part time sweeper with effect from 2.4.2004.*
2. *She will be given wages as paid before.*
3. *The period of her idle employment, i.e., from the date of termination, i.e., 1.10.2003 to the date of reinstatement, 2.4.2004, will be counted towards her seniority.*

The settlement reached out of goodwill and volition of the parties.”

Thus, settlement has been signed by all three parties, management, workman and the ALC(C), Sri TK Panda on 31.3.2004. The Ex.W3 memorandum of settlement reveals that the workman was reinstated in the service of the Respondent management as a part time sweeper with effect from 2nd April 2004. The document Ex.W4 is the document of birth certificate of the Workman. Ex.W5 contains the photocopies of register of attendance pertaining to the year 1995, 1996, 1997, 1998, 1999. It goes to show that the Workman Smt. B. Padma along with other workmen Sri K.G.K. Murthy and Sri M. Srinivasa Rao has attended the duties in all working days in the Respondent office. Although Respondent has tried to question the genuineness of these documents of attendance register, but the seal of the Respondent management has been affixed on these attendance registers which prima facie proves that workman had attended the duties on the days which has been marked in attendance register. Therefore, according to preponderance of probability, these documents are taken into consideration for establishing the fact that the Workman Smt. B. Padma had worked in the Respondent office during the years 1995, 1996, 1997, 1998 and 1999.

10. Workman Smt. B Padma claims that she has been terminated from the service by the Respondent with effect from 1.9.2009 and she had worked uninterruptedly for more than 240 days in a year, in all those years, continuously. Now, let us examine whether workman herein had worked in the Respondent employment for 240 days continuously in a calendar year just preceding from the date of her termination, i.e., 1.9.2009 as per requirement of provision under Section 25F of the ID Act.

11. However, Respondent has questioned the maintainability of the claim statement/ Petition filed by the workman in the present matter. From the perusal of evidence of WWI and document Ex.W3, it is established that Petitioner had worked as a part time sweeper in the Respondent management with effect from 2.4.2004. Ex.W3 is Memorandum of Settlement dated 31.3.2004 arrived at between the workman and Management before ALC(C) and as per Memorandum of Settlement-Ex.W3, Respondent has been directed to allow the workman to join the duty as a part time sweeper w.e.f. 2.4.2004. This settlement dated 31.3.2004 is binding on both parties, the workman as well as the Respondent Management in view of the provision of Sec.18(3)(a) of the I.D. Act, 1947. Therefore, as a Part time sweeper workman was in the employment of Respondent and she has right to file petition under the provision of I.D. Act, 1947 for redressal of her grievances of termination. Therefore, the argument of Respondent in this regard is not tenable.

In this context, the decision of Hon'ble Supreme Court in the case of **Divisional Manager, New India Assurance Company Limited Vs. A. Sankaralingam, AIR 2009 SC page 309** is relevant wherein Hon'ble Court have held,

“12. It will be seen from a perusal of the aforequoted passages that the observations made therein clearly suggest that a workman employed on a part time basis but under the control and supervision of an employer is a workman in term of [Section 2\(s\)](#) of the Act, and is entitled to claim the protection of [Section 25F](#) thereof, should the need so arise. The fact that the workman was working under the control and supervision of the appellant employer is admitted on all sides.

Thus, in view of the law laid down by the Hon'ble Apex Court as discussed above, the Workman herein who was employed as a part time employee by Respondent is covered under the definition of Section 2 (s) of the I.D. Act, 1947 and hence have right to file petition under provision of I.D. Act, 1947.

12. Now, we have to examine in the matter at hand whether the workman had worked for 240 days in a calendar year just preceding from the date of her termination, i.e., 1.9.2009. Before appreciation of the evidence adduced by the Workman in this regard, it would be apposite to reproduce the relevant provision pertaining to the retrenchment under I.D. Act, which are reproduced as under:-

Section 25F provides:-

Conditions precedent to retrenchment of workmen.- No workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until—

(a) the workman has been given one month's notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of the notice:

(b) the workman has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days' average pay for every completed year of continuous service] or any part thereof in excess of six months; and

(c) notice in the prescribed manner is served on the appropriate Government or such authority as may be specified by the appropriate Government by notification in the Official Gazette].

Compensation to workmen in case of transfer of undertakings.

Section 25B defines the term continuous service:-

Definition of continuous service.- For the purposes of this Chapter,--

(1) a workman shall be said to be in continuous service for a period if he is, for that period, in uninterrupted service, including service which may be interrupted on account of sickness or authorized leave or an accident or a strike which is not illegal, or a lock-out or a cessation of work which is not due to any fault on the part of the workman;

(2) where a workman is not in continuous service within the meaning of clause (1) for a period of one year or six months, he shall be deemed to be in continuous service under an employer--

(a) for a period of one year, if the workman, during a period of twelve calendar months preceding the date with reference to which calculation is to be made, has actually worked under the employer for not less than--

(i) one hundred and ninety days in the case of a workman employed below ground in a mine; and

(ii) two hundred and forty days, in any other case;

In the context, onus of proof to prove the plea of 240 days of continuous working by workman in a Calendar year just preceding the date of termination, Hon'ble Supreme Court in the case of **M/s. Essen Deienki Vs. Rajiv Kumar AIR 2003 SC page 38**, have held:-

*"The proof of working for 240 days is stated to be on the employee in the event of any denial of such a factum and it is on this score that this Court in **Range Forest Officer v. S.T. Hadimani** (2002 (3) SCC 25) was pleased to state as below :*

" In our opinion the Tribunal was not right in placing the onus on the management without first determining on the basis of cogent evidence that the Respondent had worked for more than 240 days in the year preceding his termination. It was the case of the claimant that he had so worked but this claim was denied by the appellant. It was then for the claimant to lead evidence to show that he had in fact worked for 240 days in the year preceding his termination. Filing of an affidavit is only his own statement in his favour and that cannot be regarded as sufficient evidence for any court or tribunal to come to the conclusion that a workman had, in fact, worked for 240 days in a year. No proof of receipt of salary or wages for 240 days or order or record of appointment or engagement for this period was produced by the workman. On this ground alone, the award is liable to be set aside. ."

Further, in the case of **Rajasthan State Ganganagar S. Mills Ltd. v. State of Rajasthan and Anr. (2004) Apex Court held:**

*"It was the case of the workman that he had worked for more than 240 days in the year concerned. This claim was denied by the appellant. It was for the claimant to lead evidence to show that he had worked for 240 days in the year preceding the date of his termination. He has filed an affidavit. It is statement which is in his favor and that cannot be regarded as sufficient evidence for any Court or Tribunal to come to the conclusion that in fact the claimant had worked for 240 days in a year These aspects were highlighted in **Range Forest Officer v. S.T. Hadimani** (2002 (3) SCC 25. No proof of receipt of salary or wages for 240 days or order or record in that regard was produced. Mere non-production of the muster roll for a particular period was not sufficient for the Labour Court held that the workman had worked for 240 days as claimed."*

In Municipal Corporation, Faridabad v. Siri Niwas (2004 (8) SCC 195), held *"the burden was on the workman to show that he was working for more than 240 days in the preceding one year prior to his alleged retrenchment."* In **M.P. Electricity Board v. Hariram** (2004 (8) SCC 246) the position was again reiterated in paragraph 11 as follows: *"The above burden having not been discharged and the Labour Court having held so, in our opinion, the Industrial Court and the High Court erred in basing an order of reinstatement solely on an adverse inference drawn erroneously .."*

In the case of Manager, RBI, Bangalore vs. S Mani (2005) SCC Page 100, the 3 Judges Bench of the Apex Court held that *"the initial burden of proof was on the workman to show that he had completed 240 days of service."*

Therefore, in view of law laid down by Hon'ble Supreme Court as discussed above, the onus of proof lies upon the shoulder of the Workman herein and she has to prove that she had worked 240 days continuously in a calendar year just preceding her date of termination, i.e., 1.9.2009, in the employment of Respondent as she had claimed. The perusal of record reveals that workman herein has not filed any documentary evidence, i.e., any appointment letter, salary slip or attendance register pertaining to the year 2009 to substantiate her claims that she had worked for 240 days continuously in the employment of Respondent. Therefore, for the want of evidence of 240 days continuous service in a calendar year, we are unable to accept the plea of the Petitioner that she had worked 240 days in a calendar year continuously just preceding from her date of termination, i.e., 1.9.2009. In order to claim the protection against illegal retrenchment under section 25 F of the ID Act, the onus of proof lies on workman to prove mandatory requirement of continuous working of 240 days in employment of Respondent but the workman has

utterly failed to prove her case on this premise. Thus, in view of the above, I am constrained to hold that the Workman failed to discharge the onus of proof to establish the claim of continuous working 240 days in a calendar year just preceding her date of termination, therefore, the claim of the workman that she has been terminated in contravention of provision of Sec.25F of I.D. Act, 1947 is not tenable.

13. On the other hand, Respondent has examined MW1 in support of the contention made in counter wherein it has categorically been stated by MW1 that the witness denies that the Petitioner was working for 10 to 12 hours per day and had worked for 240 days uninterruptedly in a calendar year just preceding from the date of her termination from service. Further, MW1 states that no such appointment of workman was made by the Respondent Corporation. Further, Respondent contended that a writ petition was filed before the Hon'ble High Court and while disposing the writ petition, Hon'ble High Court has directed the Tribunal to adjudicate the present ID independently without being influenced by any of the observation made in the order passed in I.A. for production of the documents and examining the circumstances stated by the Respondent corporation as to the same is justified or not. Further, MW1 witness states that as per rules the documents are/were destroyed after 5 years and the documents sought to be produced are voluminous documents which having no relevance to the case. Further, it is submitted that the Petitioner had stated that they were appointed by the Respondent corporation initially and in their own claim statement they stated that they were engaged as contract labour. Hence, Respondent corporation cannot produce said documents and the claim of the claimant itself is speculative. In cross examination MW1 states that, it is not true to suggest that workman has rendered 13 years service in Respondent management. The Respondent has also filed the photocopy of the extract page of "P T F.H.B. VOL.I" wherein it is mentioned that period of preservation of the record has been mentioned in that extract, that provides, registers are maintained for the period of 5 years and muster Roll and Register of muster rolls are also maintained upto 5 years.

14. Thus, in view of fore gone discussion and law laid down by Hon'ble Court as discussed above the Workman in the present matter has failed to establish her claim that her termination vide order dated 1.9.2009 was in violation of the provisions contained under Section 25 F. Therefore, action of the Respondent management in terminating the services of Smt. B. Padma is held legal and justified.

Thus, Point No.I is decided against the workman accordingly.

15. **Point No.II:-** In view of the finding arrived at Point No.I, workman failed to establish her claim of illegal termination, therefore, she is not entitled for any relief.

Thus, Point No.II is decided accordingly.

AWARD

The action of the management of Superintending Engineer, BSNL, Visakhapatnam in terminating the services of Smt. B. Padma w.e.f. 1.9.2009 is held legal and justified. The workman is not entitled to any relief as prayed for. Petition is dismissed. Reference is answered accordingly.

Award is passed accordingly. Transmit.

Dictated to Smt. P. Phani Gowri, Personal Assistant, transcribed by her, corrected and signed by me on this the 9th day of January, 2025.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the

Petitioner

WW1: Sri B. Padma

Witnesses examined for the

Respondent

MW1: Sri Sunil Kumar Singh

Documents marked for the Petitioner

- | | |
|--------|--|
| Ex.W1: | Photostat copy of office memo of the employer notified the list of names sponsored by Employment Exchange dt. 10.11.1982 |
| Ex.W2: | Photostat copy of representation to ACL(C)23.1.2004 |
| Ex.W3: | Photostat copy of settlement u/s 12(3) of Act dt.31.3.2004 |
| Ex.W4: | Photostat copy of nativity, caste and DOB dt.30.6.1998 |
| Ex.W5: | Photostat copy of attendance 1995-99 |
| Ex.W6: | Photostat copy of representation to ACL(C) dt.1.9.2009 |
| Ex.W7: | Photostat copy of remarks of employer filed before ACL(c) dt.14.10.2009 |

Ex.W8: Photostat copy of proceedings relating to the post of workman dt.13.11.95

Ex.W9: Photostat copy of memo of D/o Telecom dt.28.6.2000

Documents marked for the Respondent

NIL

नई दिल्ली, 27 जनवरी, 2025

का.आ. 141.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार महाप्रबंधक, बीएसएनएल, दूरसंचार जिला, गुंटूर, के प्रबंधन के संबद्ध नियोजकों और श्री जे.एस.वी.डी. भास्कर, कामगार, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह-श्रम न्यायालय- हैदराबाद पंचाट (संदर्भ संख्या LC 22/2009) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 27.01.2025 को प्राप्त हुआ था।

[सं. एल-40012/29/2009-आईआर (डीयू)]

दिलीप कुमार, अवर सचिव

New Delhi, the 27th January, 2025

S.O. 141.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. ID. No. LC 22/2009) of the **Central Government Industrial Tribunal cum Labour Court— Hyderabad** as shown in the Annexure, in the Industrial dispute between the employers in relation to **The General Manager, BSNL, Telecom District, Guntur, and Shri J.S.V.D. Bhaskar, Worker**, which was received along with soft copy of the award by the Central Government on 27.01.2025.

[No. L-40012/29/2009-IR (DU)]

DILIP KUMAR, Under Secy.

ANNEXURE

**IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT AT
HYDERABAD**

Present: **Sri IRFAN QAMAR**

Presiding Officer

Dated the 6th day of January, 2025

INDUSTRIAL DISPUTE No. 22/2009

Between:

Sri J.S.V.D. Bhaskar,

S/o J. Ramana Babu,

R/o 26-34-16, A.T. Agraharam,

9th Lane, Opp. SKBMH School,

Guntur -4.

..... Petitioner

AND

The General Manager,

BSNL, Telecom District,

Guntur.

.... Respondent

Appearances:

For the Petitioner : M/s. G. Vidyasagar, K. Udayasree & P. Sudheer Rao, Advocates

For the Respondent: Sri S. Prabhakar Reddy, Advocate

AWARD

The Government of India, Ministry of Labour by its order No. L-40012/29/2009-IR(DU) dated 21.5.2009 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of BSNL and their workman. The reference is,

SCHEDULE

“Whether the action of the management of BSNL, Guntur in terminating the services of their workman Shri J.S.V.D. Bhaskar w.e.f. 6.8.2008 is legal and justified? If not, what relief the workman is entitled to?”

The reference is numbered in this Tribunal as I.D. No. 22/2009 and notices were issued to the parties concerned.

2. The averments made in the claim statement are as follows:

It is submitted that the Petitioner joined the Central Telegraph Office as Telegraphic Messenger on 27.3.2003. He worked continuously and discharged his duties as Telegraphic Messenger with utmost satisfaction of his superiors. It is submitted that there were about 8 Telegraphic Messengers working at Guntur circle and they used to work for more than 10 hours in different shifts as per the allotment of shifts by the Respondent Management. The Respondent used to pay Rs.20/- per day for the line works and Rs.1/- for each telegram. Now, the workmen are being paid Rs.40/- per day and Rs.2/- per each Telegram for delivering telegraphic messages. The Petitioner has to take his own cycle and deliver the same nook and corner villages. Though, the amount paid to the workmen is meager, they are discharging duties under the fond hope that their services would be regularized and that they would be paid regular scale of pay. Since workman worked considerable length of time, they made representations to the Respondent requesting for regularization of the services and also for regular scale of pay. On the ground that the workmen made representation for regularization and other benefits, they were informed orally that they need not attend for duties w.e.f. 6.8.2008. Immediately, workman approached the authority requesting to continue the services of the workmen as Telegraphic Messenger. However, the Respondent has not taken him into service. Therefore, the services were terminated orally with effect from 06/08/2008 which is wholly illegal arbitrary and unjust. It is submitted that as there was no other alternative, the BSNL contract casual employees and labour Union, approached the Assistant Commissioner of Labour(Central) Vijayawada, later the dispute was referred to this Tribunal hence, this ID. It is submitted that Petitioner worked in the Respondent with the meager salary under the fond hope that his services would be regularized in future and he will get benefits to which he is entitled to from the date of his appointment. But, till date, the Respondent has not regularized the services of the Petitioner. When Petitioner along with others formed Union and made representation with regard to grievances of the workman, the Respondent started victimizing against the Petitioner and other workmen and ultimately their services were terminated w.e.f. 6.8.2008 without assigning any reasons. It is submitted that after disengaging the services of the workman, the Respondent has engaged other workmen viz., Sri K. Nagabhushanam, Sri Subba Rao, and Sri Goverdhan as Telegraphic Messengers, which is wholly illegal, arbitrary and contrary to the provisions of the Industrial Dispute Act, 1947. Further the Respondent have called for tenders for delivery of "C" Telegrammes work and work order has been issued to M/s. Rana Man Power & Placement Services Private Limited, Guntur, to that effect Petitioner herein filing payment bills vide Bill Dt. 11/03/2010 and 11/04/2010. It is submitted that the workman has worked for more than 4 to 5 years of continuously without any break, and the workman has completed more than 240 days in a calendar year. Hence, the workman is entitled to notice, notice pay before termination from the employment. However, the Respondent has not issued any notice nor any compensation in lieu of notice as per Section 25 of Industrial Disputes Act, 1947. Hence, the Respondent has violated the Section 25 of Industrial Disputes Act, therefore, the termination is illegal and the workman is entitled to reinstatement with all consequential benefits. It is further submitted that the Hon'ble Supreme Court in catena of decisions held that the temporary employee cannot be replaced by another temporary employee. In the given case, all the workmen have been disengaged by engaging fresh workmen as Telegraphic Messenger, which is nothing but violation of Section 25 (g) and (h) of Industrial Disputes Act. It is submitted that as per 25 (G) and (H) seniority list of employees has to be prepared and no such seniority list is prepared. It is submitted that though the workman continuously worked more than 240 days in a calendar year, the Respondent used to pay the wages for five days in factious names in order to avoid regularization and other benefits, to which the workman is entitled to. It is submitted that the workman did not secure any employment in any other organization on the ground that his services would be absorbed in the Respondent organization. By virtue of oral termination, the workman was deprived of livelihood. It is therefore prayed to declare the action on part of the Respondent in terminating the services of the Petitioner orally w.e.f. 6.8.2008 is illegal, arbitrary and unjust and consequently directing the Respondent to reinstate the Petitioner into service, with continuity of service, full back wages and other attendant benefits.

3. **Respondent filed counter denying the averments of the Petitioner as under:-**

It is further submitted that the BSNL Contract Casual Employees and Labour Union is not having any locus standi to espouse the cause of Petitioner herein. It is submitted that the Respondent engaged the Petitioner for delivery of telegrams occasionally on coolie basis and he was paid Rs.2/- per delivery of each telegram vide orders of the General Manager, Telecom No.A31/ACTTS/MISC2001-02 dated 03.12.2001. The Petitioner was neither recruited nor appointed as Telegram Messenger in the Respondent organization. There is no privity of contract between the Petitioner and Respondent. There is no employee employer relationship between the Petitioner and Respondent. Therefore the Petitioner can not avail the provisions of Industrial Disputes Act, 1947. It is further submitted that, the Respondent did not appoint the Petitioner and there is no privity of contract and therefore the question of removing his services by the Respondent does not arise. It is further submitted that the Hon'ble Apex Court in the case of Secretary, State of Karnataka Vs Uma Devi (3) reported in 2006 (4) SCC 1 was pleased to held that absorption, regularization or permanent continuance of temporary, contractual, casual, daily wage or adhoc employee appointed/ recruited deforms the constitutional scheme or public employment on issuance of directions by court and issuance of such directions amount to creating another mode of public employment which is not permissible. In the present case the Respondent engaged the Petitioner only for delivery of telegrams occasionally on coolie basis and he was paid Rs.2/- for delivery of each telegram and therefore the Petitioner is not having any right to seek employment with the Respondent. Moreover the Petitioner without intimating to the Respondent stopped coming to deliver the telegrams. Therefore he can not claim that the Respondent engaged him and terminated his services. Viewed from any angle the claim of the Petitioner is frivolous and therefore the Petitioner is not entitled for any relief. The contentions of the Petitioner that he joined Central Telegraph Office as Telegraphic Messenger on 01.01.1999, worked continuously, discharged his duties as Telegraphic Messenger with utmost satisfaction of his superiors etc., false, baseless and not tenable and the Petitioner may be put to strict proof of the same. It is submitted that the Respondent engaged the Petitioner for delivery of telegrams occasionally and in view of the same the allegations mentioned by the Petitioner are false and untenable. Further, it is submitted that the Petitioner and other personnel engaged by the Respondent for delivery of telegrams occasionally on coolie basis on payment of Rs.2/- for delivery of each telegram they were neither recruited nor appointed as telegram messengers in the Respondent organization. Therefore the question of terminating his services orally w.e.f. 06.08.2008 by the Respondent does not arise. The Petitioner without intimating to the Respondent stopped coming to deliver the telegrams. The further contention of the Petitioner that the workman worked considerable length of time, they made representations to the Respondent requesting for regularization of the services and also for regular pay of scale etc., is untenable. The Petitioner engaged for delivery of telegrams occasionally on coolie basis by paying Rs.2/ per telegram is not entitled for regularization. The union is not having any locus standi to represent or espouse the cause of the Petitioner since the Petitioner is not a workman as defined under Section 2 (s) of the I.D.Act and therefore he can not be represented by the said union. It is submitted that Respondent never informed the Petitioner that his services will be regularized in future since the Respondent never recruited or appointed him as Telegram messenger and he was engaged only for delivery of telegrams on piece rate basis. Therefore when there is no employee employer relationship and Petitioner stopped delivery of messages without intimation, the question of termination of his services by the Respondent does not arise. It is submitted that a tender was called for delivery of telegrams and work order has been issued to M/s.Rana Man Power and Placement Services Private Limited, Guntur since there is no alternative to the Respondent to do the same as the Petitioner and other similarly situated personnel who were engaged for the purpose of delivery of telegrams stopped delivery of telegrams without intimation. The other allegations with regard to violation of provisions of I.D.Act etc., are false and untenable. The question of violation of Section 25 (G) and (H) of the I.D.Act by the Respondent does not arise. The contentions of the Petitioner that the junior to him was considered for employment is denied for the reason that the Petitioner is not an employee of the Respondent. The Petitioner was engaged for delivery of telegram occasionally on coolie basis and he never continuously engaged for 240 days in a calendar year as employee of the Respondent. He was not paid either daily or monthly wages. The Respondent never informed the Petitioner that his services would be absorbed in BSNL Organization. He was never recruited, neither appointed nor was terminated and hence the question of reinstatement does not arise. In view of the above, the petition be dismissed as devoid of merits.

4. Heard arguments of Learned Counsels for both the parties as well as perused written arguments.

5. **On the basis of rival contentions and pleadings of both the parties, following issues emerge for determination in the instant matter:-**

- I. Whether the action of Respondent Management of BSNL, Guntur in terminating the services of Petitioner Sri J.S.V.D. Bhaskar with effect from 6.8.2008 is legal and justified?
- II. Whether the Petitioner is entitled for regularization?
- III. Whether the Petitioner is entitled for the relief claimed?

Findings:-

6. **Point No.I:-**It is the claim of the Petitioner that he joined the service of the Central Telegraph Office as telegraphic messenger on 27.3.2003 and he worked for more than 4 to 5 years continuously without any break. Petitioner submits that he has completed more than 240 days in a calendar year hence, he is entitled to notice, notice

pay before terminating from the employment. However, Respondent did not issue any notice nor paid compensation in lieu of notice under Section 25F of ID Act and Respondent has terminated Petitioner from service in violation of the provision contained under section 25 F of ID Act and termination order of Petitioner is illegal and he is entitled to reinstatement in the service with all consequential benefits. Further, Petitioner submits that Supreme Court in catena of decisions has held that temporary employee cannot be replaced by another temporary employee. In the instant matter all the workers have been disengaged by engaging fresh workmen as telegraphic messengers by the Respondent in violation of section 25G and H of I.D. Act, 1947. Thus, Petitioner claims that his termination order dated 6.8.2008 be set aside and Respondent be directed to reinstate him into service.

7. In support of plea in evidence Petitioner, has filed affidavit of WW1 wherein witness has reiterated the averments made in the claim statement, WW1 states that his service was terminated orally on 6.8.2008 by the Respondent in contravention of the provision of Section 25 F of the I.D. Act. WW1 was cross examined by the Respondent counsel and in his cross examination, WW1 states as under:-

“No appointment letter was issued to me for delivery of telegrams. It is not true to suggest that Respondent used to take work from me as and when required. It is true that as per Ex.W17, I have worked 18 days in the month of April, 2002 and I have worked 22 days in the month of June 2002, I have worked for 22 days in the month of July, 2002 and 20 days in the month of August, 2002. It is not correct to say that I have not worked 240 days in any calendar year. The Witness volunteers that he has worked 360 days in a year without any holidays. I have not given any complaint to the Labour Department complaining that Respondent is taking our service in the holidays. I have not given any complaint that though I have worked under the Respondents but instead of my name, others name have been mentioned in the record. I have not made any complaint to that effect. It is not true to suggest that management has not appointed me as telegram messenger. Therefore the question of terminating me on 6/8/2008 does not arise.”

From the above statement of WW1 it manifest that workman did not complete 240 days continuous service in the year 2002. Further, Petitioner was not issued any appointment letter therefore, it is established that he had worked as a daily wager in the Respondent office.

8. Further, WW1 was cross examined by the Respondent regarding documents, Ex.W18 the bunch of photo copies, to which Petitioner claims that it pertains to the allotment of duty charts and work chart, details of messengers, timings of duty hours and payment of bills pertaining to Petitioner for the period from 27.3.2003 to till date of termination i.e., 6.8.2008. WW1 in his cross examination states:-

“It is true that Ex. W18 pertains to only for the years 2006 and 2007. It is not true to suggest that Ex.W18 dates are not continuously appearing. I have obtained the Xerox copies of Ex.W18 from one Mr Anand Rao, Attendar in the year 2007. It is not true to suggest you that I have prepared Ex. W18 and filed before this Court. The Ex.W18 contains the signature of Sr. Assistant and rubber stamp pertains to Sub Divisional Engineer. It is not true to suggest to that Ex.W18 does not disclose that I have worked for 240 days in the Respondent. It is not true to suggest that I have fabricated the document Ex.W18 for the purpose of this case.”

It manifest from the above statement of WW1 that he has not filed any document of duty chart and timings of duty hours and payment of bill pertaining to year 2008 in which he was terminated. These photocopies pertains to the year 2006 and 2007 only. Now, we proceed to examine the evidence lead by the Petitioner on record in support of his claim.

9. It is settled law that for taking a plea about retrenchment in violation of provision of Section 25 F of ID Act, the workman has to establish that he has been in continuous service for not less than one year or 240 days continuously in service in a calendar year just preceding from the date of his termination, under that employer who has retrenched him from service.

Before evaluating evidence on record in support of claim of Petitioner, it would be relevant to reproduce here the provision of Section 25 B of ID Act which defines the term continuous service of Workman, that reads as under:-

Section 25B defines the term continuous service which provides

Definition of continuous service.- For the purposes of this Chapter,--

(1) a workman shall be said to be in continuous service for a period if he is, for that period, in uninterrupted service, including service which may be interrupted on account of sickness or authorized leave or an accident or a strike which is not illegal, or a lock-out or a cessation of work which is not due to any fault on the part of the workman;

(2) where a workman is not in continuous service within the meaning of clause (1) for a period of one year or six months, he shall be deemed to be in continuous service under an employer--

(a) for a period of one year, if the workman, during a period of twelve calendar months preceding the date with reference to which calculation is to be made, has actually worked under the employer for not less than--

(i) one hundred and ninety days in the case of a workman employed below ground in a mine; and

(ii) two hundred and forty days, in any other case;

Further, Hon'ble Supreme Court in its number of decisions has elaborated the concept of continuous service in a calendar year u/s 25F of I.D. Act as required for valid retrenchment under I.D. Act, 1947 and few decision are discussed as follows:-

In the case of **Sur Enamel and Stamping works Private Limited Vs. their workmen**, referring to Section 25 B, Hon'ble Supreme Court has defined the term continuous service as under:-

"The position therefore is that during a period of employment for less than 11 calendar months these two persons worked for more than 240 days. In our opinion that would not satisfy the requirement of section 25B. Before a workman can be considered to have completed one year of continuous service in an industry it must be shown first that he was employed for a period of not less than 12 calendar months and, next that during those 12 calendar months had worked for not less than 240 days. Where, as in the present case, the workmen have not at all been employed for a period of 12 calendar months it becomes unnecessary to examine whether the actual days of work numbered 240 days or more. For, in any case, the requirements of section 25B would not be satisfied by the mere fact of the number of working days being not less than 240 days."

In **Mohan Lal Vs. Management of M/s. Bharat Electronics**, dated 21.4.1981 AIR 1981 Supreme Court 1253, the Hon'ble Supreme Court have held,

It was, however, urged that section 25F is not attracted in this case for an entirely different reason. Mr. Markendaya contended that before section 25F is invoked, the condition of eligibility for a workman to complain of invalid retrenchment must be satisfied. According to him unless the workman has put in continuous service for not less than one year his case would not be governed by section 25F. That is substantially correct because the relevant provision of section 25F provides as under:

"25F. "No workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until:-

(a) the workman has been given one month's notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of the notice;

Provided that no such notice shall be necessary if the retrenchment is under an agreement which specifies a date for the termination of service;

(b) the workman has been paid, at the time of retrenchment, compensation which shall be equivalent of fifteen days' average pay (for every completed year of continuous service) or any part thereof in excess of six months; and

(c) notice in the prescribed manner is served on the appropriate Government (or such authority as may be specified by the appropriate government by notification in the Official Gazette)."

Reverting to the facts of this case, admittedly the appellant was employed and was on duty from December 8, 1973 to October 19, 1974 when his service was terminated. The relevant date will be the date of termination of service, i.e. October 19, 1974 Commencing from that date and counting backwards, admittedly he had rendered service for a period of 240 days within a period of 12 months and, indisputably, therefore, his case falls within section 25B(2) (a) and he shall be deemed to be in continuous service for a period of one year for the purpose of Chapter VA."

In Rajasthan State Ganganagar S. Mills Ltd. v. State of Rajasthan and Anr. (2004) Apex Court held:

"It was the case of the workman that he had worked for more than 240 days in the year concerned. This claim was denied by the appellant. It was for the claimant to lead evidence to show that he had worked for 240 days in the year preceding the date of his termination. He has filed an affidavit. It is statement which is in his favor and that cannot be regarded as sufficient evidence for any Court or Tribunal to come to the conclusion that in fact the claimant had worked for 240 days in a year These aspects were highlighted in Range Forest Officer v. S.T. Hadimani (2002 (3) SCC 25. No proof of receipt of salary or wages for 240 days or order or record in that regard was produced. Mere non-production of the muster roll for a particular period was not sufficient for the Labour Court held that the workman had worked for 240 days as claimed."

In Municipal Corporation, Faridabad v. Siri Niwas (2004 (8) SCC 195), held *"the burden was on the workman to show that he was working for more than 240 days in the preceding one year prior to his alleged retrenchment."* In **M.P. Electricity Board v. Hariram (2004 (8) SCC 246)** the position was again reiterated in paragraph 11 as follows: *"The above burden having not been discharged and the Labour Court having held so, in our opinion, the Industrial Court and the High Court erred in basing an order of reinstatement solely on an adverse inference drawn erroneously .."*

In the case of Manager, RBI, Bangalore vs. S Mani (2005) SCC Page 100, the 3 Judges Bench of the Apex Court held that *"the initial burden of proof was on the workman to show that he had completed 240 days of service."*

In the case of Mohan Lal vs. Management, BEL 1981 SCC P. 225, Hon'ble Apex Court held, *"Before a workman can claim retrenchment, not being in consonance of Section 25 of the ID act. he has to show that he has been in continuous service of not less than 1 year with the employer who had retrenched him from service."*

Now, in view of the provision contained under Section 25 B of I D Act and Law laid down by the Hon'ble Supreme Court as discussed above, we have to examine whether the retrenchment of Workman by Respondent vide order dated 6.8.2008 was in contravention of the provision contained under section 25 F. As per provision contained in Section 25B of the I.D. Act, 1947, the workman has to prove the fact of continuous service of 240 days in a calendar year just preceding from the date of termination i.e., 6.8.2008. As claimed by Petitioner the date of termination in the present case is 6.8.2008. The relevant date of reckoning continuous 240 days of service will be the date of termination, i.e., 6.8.2008. However, record reveals that Petitioner has not filed any document in evidence to establish the fact that he had rendered continuous service for a period of 240 days in the Respondent office in a calendar year just preceding from the date of his termination i.e., 6.8.2008, WW1 has admitted in his cross examination that the Respondent has not issued any appointment letter for delivery of the telegram. The document Ex.W17, goes to show that workman had worked for 18 days in the month of April, 2002, worked 22 days in the month of June 2002, 22 days in the month of July, 2002 and 20 days in the month of August, 2002. Apart from these documents, Petitioner has filed Ex.W18 which contains photocopies of allotted duty chart of the Petitioner along with other workmen which pertains to the year 2006 and 2007 only. Whereas, Petitioner has not filed any document in evidence of the year 2008 in order to establish the fact of continuous service of 240 days in a calendar year just preceding from the date of his termination, i.e., 6.8.2008. Further, perusal of document Ex.W18 goes to show that these are alleged duty charts pertains to year 2006 and 2007 and not legible. Petitioner has not filed any documents to prove that he had worked 240 days continuously in a calendar year just preceding from the date of his termination. WW1 has not disclosed the source of obtaining this bunch of documents Ex.W18 or whether these documents has been issued by the authorised authority or obtained from legal sources. However, Respondent has also challenged genuineness of documents annexed with the Ex.W18 alleging that these are forged documents as the witness MW1 states that these documents are forged documents. However, Petitioner has not rebutted or contradicted this allegation by producing any cogent evidence.

10. Thus, ongoing documentary and oral evidence on record, I am of the view that Petitioner utterly failed to establish his claim that he had worked for 240 days continuously in a calendar year just preceding from the date of his termination i.e., 6.8.2008 and hence, provision of Sec.25F of I.D. Act, 1947 which pertains to legal retrenchment, do not apply to his case. Thus, for the want of evidence, documents pertaining to attendance sheet, salary slip of the workman of the year 2008. We are unable to hold that workman has completed 240 days of continuous service in a calendar year just preceding from the date of his termination i.e., 6.8.2008.

11. Once Petitioner failed to establish and prove his case of legal and valid retrenchment u/s.25F of I.D. Act, 1947, then the claim of the Petitioner for re-employment in the employment of Respondent u/s 25G and 25H is not tenable.

12. On the other hand, the Respondent has examined the witness MW1. Since MW1 was not produced for cross examination, therefore, his evidence can not be read. Respondent has examined MW2 and in the chief statement MW2 has stated that,

"I submit that the Respondent engaged the Petitioner for delivery of telegrams occasionally on daily basis and he was paid Rs.2/- per delivery of each telegram on 3.12.2001. I submit that the Petitioner was neither recruited nor appointed as telegram messenger in the Respondent organization and there is no privity of contract between the Petitioner and Respondent and there is no employee employer relationship between the Petitioner and Respondent.

I submit that contentions of the Petitioner that he joined Central Telegraph Office as telegraphic messenger on 27.3.2003 and worked continuously and discharged his duties as Telegraphic messenger with utmost satisfaction of his superiors is absolutely false as mentioned above. The Respondent engaged the Petitioner for delivery of telegrams occasionally whenever there is a work. Therefore, the question of this Respondent terminating his services from 6.8.2008 does not arise. I submit that the Petitioner himself stopped coming to deliver the telegrams without any intimation to this Respondent."

Although MW2 was cross examined by the Respondent but nothing has been elicited in his cross examination to discredit the testimony of this witness. However, the version of MW2 finds support from the oral testimony of Petitioner witness.

Thus, this Point No.I is answered against the Petitioner.

13. Point No.II:- As per record, admittedly, Petitioner was not issued any appointment letter for employment by Respondent and Respondent used to take the work from him as and when required. Thus, it is established that Petitioner had worked as daily wage workman in Respondent organization. Respondent submitted that the Petitioner was engaged for delivery of telegram, on piece rate wages and no question of terminating the services of the Petitioner from 6.8.2008 arise. Further, it is submitted that the Petitioner himself stopped delivering telegrams without intimating Respondent. Respondent submits that the Petitioner was never informed that his services will be regularised in future, since the Respondent never recruited or appointed him as a Telegraph Messenger and he was engaged only for delivering the telegram on piece rate basis. Therefore, there was no employer and employee relationship between the Petitioner and the Respondent. It is admitted fact that Petitioner was engaged for delivery of

telegrams at piece rate @Rs.2/- per each delivery of the telegram and the Petitioner was never recruited nor appointed by Respondent in employment under recruitment regulation. Respondent has not issued any appointment letter to the Petitioner. The Respondent management being instrumentality of the Government, bound by rules and regulations for recruitment of employees for the organization.

Hon'ble Supreme Court in its recent decision has laid down principles and guidelines for regularization of casual workman, In the case of **ONGC Vs. Krishan Gopal 2020(3) Scale 272, Hon'ble Supreme Court of India have laid down the principle regarding regularization of the casual workman and have held:-**

“23 The following propositions would emerge upon analyzing the above decisions:

(i) Wide as they are, the powers of the Labour Court and the Industrial Court cannot extend to a direction to order regularisation, where such a direction would in the context of public employment offend the provisions contained in Article 14 of the Constitution;

(ii) The statutory power of the Labour Court or Industrial Court to grant relief to workmen including the status of permanency continues to exist in circumstances where the employer has indulged in an unfair labour practice by not filling up permanent posts even though such posts are available and by continuing to employ workmen as temporary or daily wage employees despite their performing the same work as regular workmen on lower wages;

(iii) The power to create permanent or sanctioned posts lies outside the judicial domain and where no posts are available, a direction to grant regularisation would be impermissible merely on the basis of the number of years of service;

(iv) Where an employer has regularised similarly situated workmen either in a scheme or otherwise, it would be open to workmen who have been deprived of the same benefit at par with the workmen who have been regularised to make a complaint before the Labour or Industrial Court, since the deprivation of the benefit would amount to a violation of Article 14; and

(v) In order to constitute an unfair labour practice under Section 2(ra) read with Item 10 of the Vth Schedule of the ID Act, the employer should be engaging workmen as badlis, temporaries or casuals, and continuing them for years, with the object of depriving them of the benefits payable to permanent workmen.”

But in the instant matter, Petitioner failed to adduce any evidence that he was appointed by Respondent by following recruitment procedure or he was working against any sanctioned post in the Respondent management. Petitioner failed to adduce any evidence on record that the Respondent was indulged in any unfair labour practice by not filling the permanent post even though such post was available and by calling to employ workman as temporary or daily wages employees despite performing the same work as regular workman on lower wages. Therefore, for the want of such plea and evidence, the claim of the Petitioner for regularization in the Respondent service is not acceptable.

Further, in **Hari Nandan Prasad v Employer I/R to Management of Food Corporation of India²⁰ (“FCI”), Hon'ble Supreme Court of India have held:**

“34. On a harmonious reading of the two judgments discussed in detail above, we are of the opinion that when there are posts available, in the absence of any unfair labour practice the Labour Court would not give direction for regularisation only because a worker has continued as daily- wage worker/ad hoc/temporary worker for number of years. Further, if there are no posts available, such a direction for regularization would be impermissible. In the aforesaid circumstances giving of direction to regularise such a person, only on the basis of number of years put in by such a worker as daily-wager, etc. may amount to back door entry into the service which is an anathema to Article 14 of the Constitution. Further, such a direction would not be given when the worker concerned does not meet the eligibility requirement of the post in question as per the recruitment rules. However, wherever it is found that similarly situated workmen are regularised by the employer itself under some scheme or otherwise and the workmen in question who have approached the Industrial/Labour Court are on a par with them, direction of regularisation in such cases may be legally justified, otherwise, non-regularisation of the left-over workers itself would amount to invidious discrimination qua them in such cases and would be violative of Article 14 of the Constitution. Thus, the industrial adjudicator would be achieving the equality by upholding Article 14, rather than violating this constitutional provision.”

Therefore, in view of the fore gone discussion and law laid down by the Hon'ble Apex Court as discussed above, the claim of the Petitioner for regularization is not tenable.

Thus, Point No.II is decided against the Petitioner accordingly.

14. **Point No.III:** In view of the finding given at Points No. I & II, the Petitioner is not entitled to any relief claimed and his petition is found to be baseless, devoid of merit and hence, liable to be dismissed.

Therefore, Point No.III is decided accordingly.

AWARD

The action of the management of BSNL, Guntur in terminating the services of workman Shri J.S.V.D. Bhaskar w.e.f. 6.8.2008 is held legal and justified. The workman is not entitled to any relief as prayed for. Petition is dismissed. Reference is answered accordingly.

Award is passed accordingly. Transmit.

Dictated to Smt. P. Phani Gowri, Personal Assistant, transcribed by her, corrected and signed by me on this the 6th day of January, 2025.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the
Petitioner

Witnesses examined for the
Respondent

WW1: Sri J.S.V.D. Bhaskar

MW1: Sri P. Rami Reddy

MW2: Sri Kota N.V. Prasanna Kumar

Documents marked for the Petitioner

Ex.W1: Photostat copy of authorization Ir by Respondent dt.17.6.2008
Ex.W2: Photostat copy of minutes of discussion dt.18.6.2008
Ex.W3: Photostat copy of representation dt.16.7.2008
Ex.W4: Photostat copy of representation dt. 2.9.2008
Ex.W5: Photostat copy of representation dt.2.12..2008
Ex.W6: Photostat copy of Notice from ALC
Ex.W7: Photostat copy of notice from ACL dt.23.1.2009
Ex.W8: Photostat copy of minutes of meeting dt.16.12.2008
Ex.W9: Photostat copy of notices from ACL
Ex.W10:Photostat copy Minutes of discussion dt.4.2.2009
Ex.W11:Photostat copy of minutes of meeting dt.4.2.2009
Ex.W12:Photostat copy of failure report dt.12.2.2009
Ex.W13:Photostat copy of of reference of govt. dt.21.5.2009
Ex.W14:Photostat copy of affidavit by Petitioner dt.6.6.2009
Ex.W15:Photostat copy of inf. With regard to delivery of telegrams
Ex.W16:Photostat copy of inf. With regard to delivery of telegrams
Ex.W17:Photostat copy of cooly charges for delivery of telegrams
Ex.W18:Photostat copy of bunch of papers (1 to 65) of duty charts of work chart, details of messengers etc..
Ex.W19:Photostat copy of cooly charges for delivery of telegrams
Ex.W20:Photostat copy of payment sheet
Ex.W21:Photostat copy of Union resolution
Ex.W22:Photostat copy of strike notice
Ex.W23:Photostat copy of demands of union

Documents marked for the Respondent

NIL

नई दिल्ली, 27 जनवरी, 2025

का.आ. 142.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार महाप्रबंधक, बीएसएनएल, दूरसंचार जिला, गुंटूर, के प्रबंधन के संबद्ध नियोजकों और श्री बाला कोटेश्वर राव, कामगार, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह-श्रम न्यायालय- हैदराबाद पंचाट (संदर्भ संख्या LC 21/2009) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 27.01.2025 को प्राप्त हुआ था।

[सं. एल-40012/30/2009-आईआर (डीयू)]

दिलीप कुमार, अवर सचिव

New Delhi, the 27th January, 2025

S.O. 142.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. ID. No. LC 21/2009) of the **Central Government Industrial Tribunal cum Labour Court— Hyderabad** as shown in the Annexure, in the Industrial dispute between the employers in relation to **The General Manager ,BSNL, Telecom District, Guntur, and Shri Bala Koteswara Rao, Worker**, which was received along with soft copy of the award by the Central Government on 27.01.2025.

[No. L-40012/30/2009-IR (DU)]

DILIP KUMAR, Under Secy.

ANNEXURE**IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT AT HYDERABAD**Present: **Sri IRFAN QAMAR**

Presiding Officer

Dated the 6th day of January, 2025**INDUSTRIAL DISPUTE No. 21/2009**

Between:

Sri Bala Koteswara Rao,

S/o K. Sambaiah,

R/o Thokavaripalem, Mallavaram,

Pedapalakaluru Post,

Guntur Rurla, Guntur District.

..... Petitioner

AND

The General Manager,

BSNL, Telecom District,

Guntur.

.... Respondent

Appearances:

For the Petitioner : M/s. G. Vidyasagar, K. Udayasree & P. Sudheer Rao, Advocates

For the Respondent: Sri S. Prabhakar Reddy, Advocate

AWARD

The Government of India, Ministry of Labour by its order No. L-40012/30/2009-IR(DU) dated 21.5.2009 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of BSNL and their workman. The reference is,

SCHEDULE

“Whether the action of the management of BSNL, Guntur in terminating the services of their workman Shri K. Bala Koteswara Rao w.e.f. 15.9.2008 is legal and justified? If not, what relief the workman is entitled to?”

The reference is numbered in this Tribunal as I.D. No. 21/2009 and notices were issued to the parties concerned.

2. The averments made in the claim statement are as follows:

It is submitted that the Petitioner joined the Central Telegraph Office as Telegraphic Messenger on 1.1.1999. He worked continuously and discharged his duties as Telegraphic Messenger with utmost satisfaction of his superiors. It is submitted that there were about 8 Telegraphic Messengers working at Guntur circle and they used to work for more than 10 hours in different shifts as per the allotment of shifts by the Respondent Management. The Respondent used to pay Rs.20/- per day for the line works and Rs.1/- for each telegram. Now, the workmen are being paid Rs.40/- per day and Rs.2/- per each Telegram for delivering telegraphic messages. The Petitioner has to take his own cycle and deliver the same nook and corner villages. Though, the amount paid to the workmen is meager, they are discharging duties under the fond hope that their services would be regularized and that they would be paid regular scale of pay. Since workman worked considerable length of time, they made representations to the Respondent requesting for regularization of the services and also for regular scale of pay. On the ground that the workmen made representation for regularization and other benefits, they were informed orally that they need not attend for duties w.e.f.15.9.2008. Immediately, workman approached the authority requesting to continue the services of the workmen as Telegraphic Messenger. However, the Respondent has not taken him into service. Therefore, the services were terminated orally with effect from 06/08/2008 which is wholly illegal arbitrary and unjust. It is submitted that as there was no other alternative, the BSNL contract casual employees and labour Union, approached the Assistant Commissioner of Labour(Central) Vijayawada, later the dispute was referred to this Tribunal hence, this ID. It is submitted that Petitioner worked in the Respondent with the meager salary under the fond hope that his services would be regularized in future and he will get benefits to which he is entitled to from the date of his appointment. But, till date, the Respondent has not regularized the services of the Petitioner. When Petitioner along with others formed Union and made representation with regard to grievances of the workman, the Respondent started victimizing against the Petitioner and other workmen and ultimately their services were terminated w.e.f.15.9.2008 without assigning any reasons. It is submitted that after disengaging the services of the workman, the Respondent has engaged other workmen viz., Sri K. Nagabhushanam Sri Subba Rao, and Sri Goverdhan as Telegraphic Messengers, which is wholly illegal, arbitrary and contrary to the provisions of the Industrial Dispute Act, 1947. Further the Respondent have called for tenders for delivery of "C" Telegrammes work and work order has been issued to M/s. Rana Man Power & Placement Services Private Limited, Guntur, to that effect Petitioner herein filing payment bills vide Bill Dt. 11/03/2010 and 11/04/2010. It is submitted that the workman has worked for more than 4 to 5 years of continuously without any break, and the workman has completed more than 240 days in a calendar year. Hence, the workman is entitled to notice, notice pay before termination from the employment. However, the Respondent has not issued any notice nor any compensation in lieu of notice as per Section 25 of Industrial Disputes Act, 1947. Hence, the Respondent has violated the Section 25 of Industrial Disputes Act, therefore, the termination is illegal and the workman is entitled to reinstatement with all consequential benefits. It is further submitted that the Hon'ble Supreme Court in catena of decisions it is held that the temporary employee cannot be replaced by another temporary employee. In the given case, all the workmen have been disengaged by engaging fresh workmen as Telegraphic Messenger, which is nothing but violation of Section 25 (g) and (h) of Industrial Disputes Act. It is submitted that as per 25 (G) and (H) seniority list of employees has to be prepared and no such seniority list is prepared. It is submitted that though the workman continuously worked more than 240 days in a calendar year, the Respondent used to pay the wages for five days in factious names in order to avoid regularization and other benefits, to which the workman is entitled to. It is submitted that the workman did not secure any employment in any other organization on the ground that his services would be absorbed in the Respondent organization. By virtue of oral termination, the workman was deprived of livelihood. It is therefore prayed to declare the action on part of the Respondent in terminating the services of the Petitioner orally w.e.f.15.9.2008 is illegal, arbitrary and unjust and consequently directing the Respondent to reinstate the Petitioner into service, with continuity of service, full back wages and other attendant benefits.

3. Respondent filed counter denying the averments of the Petitioner as under:-

It is further submitted that the BSNL Contract Casual Employees and Labour Union is not having any locus standi to espouse the cause of Petitioner herein. It is submitted that the Respondent engaged the Petitioner for delivery of telegrams occasionally on coolie basis and he was paid Rs.2/- per delivery of each telegram vide orders of the General Manager, Telecom No.A31/ACTTS/MISC2001-02 dated 03.12.2001. The Petitioner was neither recruited nor appointed as Telegram Messenger in the Respondent organization. There is no privity of contract between the Petitioner and Respondent. There is no employee employer relationship between the Petitioner and Respondent. Therefore the Petitioner can not avail the provisions of Industrial Disputes Act, 1947. It is further submitted that, the

Respondent did not appoint the Petitioner and there is no privity of contract and therefore the question of removing his services by the Respondent does not arise. It is further submitted that the Hon'ble Apex Court in the case of Secretary, State of Karnataka Vs Uma Devi (3) reported in 2006 (4) SCC 1 was pleased to hold that absorption, regularization or permanent continuance of temporary, contractual, casual, daily wage or adhoc employee appointed/ recruited deforms the constitutional scheme or public employment on issuance of directions by court and issuance of such directions amount to creating another mode of public employment which is not permissible. In the present case the Respondent engaged the Petitioner only for delivery of telegrams occasionally on coolie basis and he was paid Rs.2/- for delivery of each telegram and therefore the Petitioner is not having any right to seek employment with the Respondent. Moreover the Petitioner without intimating to the Respondent stopped coming to deliver the telegrams. Therefore he can not claim that the Respondent engaged him and terminated his services. Viewed from any angle the claim of the Petitioner is frivolous and therefore the Petitioner is not entitled for any relief. The contentions of the Petitioner that he joined Central Telegraph Office as Telegraphic Messenger on 01.01.1999, worked continuously, discharged his duties as Telegraphic Messenger with utmost satisfaction of his superiors etc., false, baseless and not tenable and the Petitioner may be put to strict proof of the same. It is submitted that the Respondent engaged the Petitioner for delivery of telegrams occasionally and in view of the same the allegations mentioned by the Petitioner are false and untenable. Further, it is submitted that the Petitioner and other personnel engaged by the Respondent for delivery of telegrams occasionally on coolie basis on payment of Rs.2/- for delivery of each telegram they were neither recruited nor appointed as telegram messengers in the Respondent organization. Therefore the question of terminating his services orally w.e.f. 06.08.2008 by the Respondent does not arise. The Petitioner without intimating to the Respondent stopped coming to deliver the telegrams. The further contention of the Petitioner that the workman worked considerable length of time, they made representations to the Respondent requesting for regularization of the services and also for regular pay of scale etc., is untenable. The Petitioner engaged for delivery of telegrams occasionally on coolie basis by paying Rs.2/-per telegram is not entitled for regularization. The union is not having any locus standi to represent or espouse the cause of the Petitioner since the Petitioner is not a workman as defined under Section 2 (s) of the I.D.Act and therefore he can not be represented by the said union. It is submitted that Respondent never informed the Petitioner that his services will be regularized in future since the Respondent never recruited or appointed him as Telegram messenger and he was engaged only for delivery of telegrams on piece rate basis. Therefore when there is no employee employer relationship and Petitioner stopped delivery of messages without intimation, the question of termination of his services by the Respondent does not arise. It is submitted that a tender was called for delivery of telegrams and work order has been issued to M/s.Rana Man Power and Placement Services Private Limited, Guntur since there is no alternative to the Respondent to do the same as the Petitioner and other similarly situated personnel who were engaged for the purpose of delivery of telegrams stopped delivery of telegrams without intimation. The other allegations with regard to violation of provisions of I.D.Act etc., are false and untenable. The question of violation of Section 25 (G) and (H) of the I.D.Act by the Respondent does not arise. The contentions of the Petitioner that the junior to him was considered for employment is denied for the reason that the Petitioner is not an employee of the Respondent. The Petitioner was engaged for delivery of telegram occasionally on coolie basis and he never continuously engaged for 240 days in a calendar year as employee of the Respondent. He was not paid either daily or monthly wages. The Respondent never informed the Petitioner that his services would be absorbed in BSNL Organization. He was never recruited, neither appointed nor was terminated and hence the question of reinstatement does not arise. In view of the above, the petition be dismissed as devoid of merits.

4. Heard arguments of Learned Counsels for both the parties as well as perused written arguments.

5. On the basis of rival contentions and pleadings of both the parties, following issues emerge for determination in the instant matter:-

- I. Whether the action of Respondent Management of BSNL, Guntur in terminating the services of Petitioner Sri K. Bala Koteswara Rao with effect from 15.9.2008 is legal and justified?
- II. Whether the Petitioner is entitled for regularization?
- III. Whether the Petitioner is entitled for the relief claimed?

Findings:-

6. **Point No.I:-** It is the claim of the Petitioner that he joined the service of the Central Telegraph Office as telegraphic messenger on 1.1.1999 and he worked for more than 4 to 5 years continuously without any break. Petitioner submits that he has completed more than 240 days in a calendar year hence, he is entitled to notice, notice pay before terminating from the employment. However, Respondent did not issue any notice nor paid compensation in lieu of notice under Section 25F of ID Act and Respondent has terminated Petitioner from service in violation of the provision contained under section 25 F of ID Act and termination order of Petitioner is illegal and he is entitled to reinstatement in the service with all consequential benefits. Further, Petitioner submits that Supreme Court in catena of decisions has held that temporary employee cannot be replaced by another temporary employee. In the instant matter all the workers have been disengaged by engaging fresh workmen as telegraphic messengers by the

Respondent in violation of section 25G and 25H of I.D. Act, 1947. Thus, Petitioner claims that his termination order dated 15.9.2008 be set aside and Respondent be directed to reinstate him into service.

7. In support of plea in evidence Petitioner, has filed affidavit of WW1 wherein witness has reiterated the averments made in the claim statement, WW1 states that his service was terminated orally on 15.9.2008 by the Respondent in contravention of the provision of Section 25 F of the I.D. Act. WW1 was cross examined by the Respondent counsel and in his cross examination, WW1 states as under:-

“No appointment letter was issued to me for delivery of telegrams. It is not true to suggest that Respondent used to take work from me as and when required. It is true that as per Ex. W18, I have worked 4 days in the month of March, 2002 and 8 days in the month of May, 2002. It is not correct to say that I have not worked 240 days in any calendar year. The Witness volunteers that he has worked 360 days in a year without any holidays. I have not given any complaint to the Labour Department complaining that Respondent is taking our service in the holidays. I have not given any complaint that though I have worked under the Respondents but instead of my name, others name have been mentioned in the record. I have not made any complaint to that effect. It is not true to suggest that management has not appointed me as telegram messenger. Therefore the question of terminating me on 15.9.2008 does not arise.”

From the above statement of WW1 it manifest that workman did not complete 240 days continuous service in the year 2002. Further, Petitioner was not issued any appointment letter therefore, it is established that he had worked as a daily wager in the Respondent office.

8. Further, WW1 was cross examined by the Respondent regarding documents, Ex.W24 the bunch of photo copies, to which Petitioner claims that it pertains to the allotment of duty charts and work chart, details of messengers, timings of duty hours and payment of bills pertaining to Petitioner for the period from 1.1.99 to till date of termination i.e., 15.9.2008. WW1 in his cross examination states:-

“It is true that Ex. W24 pertains to only for the years 2006 and 2007. It is not true to suggest that Ex.W24 dates are not continuously appearing. I have obtained the Xerox copies of Ex. W24 from one Mr Anand Rao, Attendar in the year 2007. It is not true to suggest you that I have prepared Ex. W24 and filed before this Court. The Ex.W24 contains the signature of Sr. Assistant and rubber stamp pertains to Sub Divisional Engineer. It is not true to suggest to that Ex.W24 does not disclose that I have worked for 240 days in the Respondent. It is not true to suggest that I have fabricated the document Ex.W24 for the purpose of this case.”

It manifest from the above statement of WW1 that he has not filed any document of duty chart and timings of duty hours and payment of bill pertaining to year 2008 in which he was terminated. These photocopies pertains to the year 2006 and 2007 only. Now, we proceed to examine the evidence lead by the Petitioner on record in support of his claim.

9. It is settled law that for taking a plea about retrenchment in violation of provision of Section 25 F of ID Act, the workman has to establish that he has been in continuous service for not less than one year or 240 days continuously in service in a calendar year just preceding from the date of his termination, under that employer who has retrenched him from service.

Before evaluating evidence on record in support of claim of Petitioner, it would be relevant to reproduce here the provision of Section 25 B of ID Act which defines the term continuous service of Workman, that reads as under:-

Section 25B defines the term continuous service which provides

Definition of continuous service.- For the purposes of this Chapter,--

(1) a workman shall be said to be in continuous service for a period if he is, for that period, in uninterrupted service, including service which may be interrupted on account of sickness or authorized leave or an accident or a strike which is not illegal, or a lock-out or a cessation of work which is not due to any fault on the part of the workman;

(2) where a workman is not in continuous service within the meaning of clause (1) for a period of one year or six months, he shall be deemed to be in continuous service under an employer--

(a) for a period of one year, if the workman, during a period of twelve calendar months preceding the date with reference to which calculation is to be made, has actually worked under the employer for not less than--

(i) one hundred and ninety days in the case of a workman employed below ground in a mine; and

(ii) two hundred and forty days, in any other case;

Further, Hon'ble Supreme Court in its number of decisions has elaborated the concept of continuous service in a calendar year u/s 25F of I.D. Act as required for valid retrenchment under I.D. Act, 1947 and few decision are discussed as follows:-

In the case of **Sur Enamel and Stamping works Private Limited Vs. their workmen**, referring to Section 25 B, Hon'ble Supreme Court has defined the term continuous service as under:-

"The position therefore is that during a period of employment for less than 11 calendar months these two persons worked for more than 240 days. In our opinion that would not satisfy the requirement of section 25B. Before a workman can be considered to have completed one year of continuous service in an industry it must be shown first that he was employed for a period of not less than 12 calendar months and, next that during those 12 calendar months had worked for not less than 240 days. Where, as in the present case, the workmen have not at all been employed for a period of 12 calendar months it becomes unnecessary to examine whether the actual days of work numbered 240 days or more. For, in any case, the requirements of section 25B would not be satisfied by the mere fact of the number of working days being not less than 240 days."

In **Mohan Lal Vs. Management of M/s. Bharat Electronics**, dated 21.4.1981 AIR 1981 Supreme Court 1253, the Hon'ble Supreme Court have held,

It was, however, urged that section 25F is not attracted in this case for an entirely different reason. Mr. Markendaya contended that before section 25F is invoked, the condition of eligibility for a workman to complain of invalid retrenchment must be satisfied. According to him unless the workman has put in continuous service for not less than one year his case would not be governed by section 25F. That is substantially correct because the relevant provision of section 25F provides as under:

"25F. "No workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until:-

(a) the workman has been given one month's notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of the notice;

Provided that no such notice shall be necessary if the retrenchment is under an agreement which specifies a date for the termination of service;

(b) the workman has been paid, at the time of retrenchment, compensation which shall be equivalent of fifteen days' average pay (for every completed year of continuous service) or any part thereof in excess of six months; and

(c) notice in the prescribed manner is served on the appropriate Government (or such authority as may be specified by the appropriate government by notification in the Official Gazette)."

Reverting to the facts of this case, admittedly the appellant was employed and was on duty from December 8, 1973 to October 19, 1974 when his service was terminated. The relevant date will be the date of termination of service, i.e. October 19, 1974 Commencing from that date and counting backwards, admittedly he had rendered service for a period of 240 days within a period of 12 months and, indisputably, therefore, his case falls within section 25B(2) (a) and he shall be deemed to be in continuous service for a period of one year for the purpose of Chapter VA."

In Rajasthan State Ganganagar S. Mills Ltd. v. State of Rajasthan and Anr. (2004) Apex Court held:

"It was the case of the workman that he had worked for more than 240 days in the year concerned. This claim was denied by the appellant. It was for the claimant to lead evidence to show that he had worked for 240 days in the year preceding the date of his termination. He has filed an affidavit. It is statement which is in his favor and that cannot be regarded as sufficient evidence for any Court or Tribunal to come to the conclusion that in fact the claimant had worked for 240 days in a year These aspects were highlighted in Range Forest Officer v. S.T. Hadimani (2002) (3) SCC 25. No proof of receipt of salary or wages for 240 days or order or record in that regard was produced. Mere non-production of the muster roll for a particular period was not sufficient for the Labour Court held that the workman had worked for 240 days as claimed."

In Municipal Corporation, Faridabad v. Siri Niwas (2004) (8) SCC 195, held *"the burden was on the workman to show that he was working for more than 240 days in the preceding one year prior to his alleged retrenchment."* In *M.P. Electricity Board v. Hariram* (2004) (8) SCC 246 the position was again reiterated in paragraph 11 as follows: *"The above burden having not been discharged and the Labour Court having held so, in our opinion, the Industrial Court and the High Court erred in basing an order of reinstatement solely on an adverse inference drawn erroneously .."*

In the case of Manager, RBI, Bangalore vs. S Mani (2005) SCC Page 100, the 3 Judges Bench of the Apex Court held that *"the initial burden of proof was on the workman to show that he had completed 240 days of service."*

In the case of Mohan Lal vs. Management, BEL 1981 SCC P. 225, Hon'ble Apex Court held, *"Before a workman can claim retrenchment, not being in consonance of Section 25 of the ID act. he has to show that he has been in continuous service of not less than 1 year with the employer who had retrenched him from service."*

Now, in view of the provision contained under Section 25 B of I D Act and Law laid down by the Hon'ble Supreme Court as discussed above, we have to examine whether the retrenchment of Workman by Respondent vide order dated 15.9.2008 was in contravention of the provision contained under section 25F. As per provision contained in Section 25 B of the I.D. Act, 1947, the workman has to prove the fact of continuous service of 240 days in a calendar year just preceding from the date of termination i.e., 15.9.2008. As claimed by Petitioner the date of termination in the present case is 15.9.2008. The relevant date of reckoning continuous 240 days of service will be the date of termination, i.e., 15.9.2008. However, record reveals that Petitioner has not filed any document in evidence to establish the fact that he had rendered continuous service for a period of 240 days in the Respondent office in a calendar year just preceding from the date of his termination i.e., 15.9.2008, WW1 has admitted in his cross examination that the Respondent has not issued any appointment letter for delivery of the telegram. The document Ex.W18 goes to show that workman had worked 4 days in the month of March, 2002 and 8 days in the month of May, 2002. Apart from these documents, Petitioner has filed Ex.W24 which contains photocopies of allotted duty chart of the Petitioner along with other workmen which pertains to the year 2006 and 2007 only. Whereas, Petitioner has not filed any document in evidence of the year 2008 in order to establish the fact of continuous service of 240 days in a calendar year just preceding from the date of his termination, i.e., 15.9.2008. Further, perusal of document Ex.W24 goes to show that these are alleged duty charts pertain to year 2006 and 2007 and not legible. Petitioner has not filed any documents to prove that he had worked 240 days continuously in a calendar year just preceding from the date of his termination. WW1 has not disclosed the source of obtaining this bunch of documents Ex.W24 or whether these documents have been issued by the authorised authority or obtained from legal sources. However, Respondent has also challenged genuineness of documents annexed with the Ex.W24 alleging that these are forged documents as the witness MW1 states that these documents are forged documents. However, Petitioner has not rebutted or contradicted this allegation by producing any cogent evidence.

10. Thus, ongoing documentary and oral evidence on record, I am of the view that Petitioner utterly failed to establish his claim that he had worked for 240 days continuously in a calendar year just preceding from the date of his termination i.e., 15.9.2008 and hence, provision of Sec.25F of I.D. Act, 1947 which pertains to legal retrenchment, do not apply to his case. Thus, for the want of evidence, documents pertaining to attendance sheet, salary slip of the workman of the year 2008, we are unable to hold that workman has completed 240 days of continuous service in a calendar year just preceding from the date of his termination i.e., 15.9.2008.

11. Once Petitioner failed to establish and prove his case of legal and valid retrenchment u/s.25F of I.D. Act, 1947, then the claim of the Petitioner for re-employment in the employment of Respondent u/s 25G and 25H is not tenable.

12. On the other hand, the Respondent has examined the witness MW1. Since MW1 was not produced for cross examination, therefore, his evidence can not be read. Respondent has examined MW2 and in the chief statement MW2 has stated that,

"I submit that the Respondent engaged the Petitioner for delivery of telegrams occasionally on daily basis and he was paid Rs.2/- per delivery of each telegram on 3.12.2001. I submit that the Petitioner was neither recruited nor appointed as telegram messenger in the Respondent organization and there is no privity of contract between the Petitioner and Respondent and there is no employee employer relationship between the Petitioner and Respondent."

I submit that contentions of the Petitioner that he joined Central Telegraph Office as telegraphic messenger on 1/1/1999 and worked continuously and discharged his duties as Telegraphic messenger with utmost satisfaction of his superiors is absolutely false as mentioned above. The Respondent engaged the Petitioner for delivery of telegrams occasionally whenever there is a work. Therefore, the question of this Respondent terminating his services from 15.9.2008 does not arise. I submit that the Petitioner himself stopped coming to deliver the telegrams without any intimation to this Respondent."

Although MW2 was cross examined by the Respondent but nothing has been elicited in his cross examination to discredit the testimony of this witness. However, the version of MW2 finds support from the oral testimony of Petitioner witness.

Thus, this Point No.I is answered against the Petitioner.

13. Point No.II:- As per record, admittedly, Petitioner was not issued any appointment letter for employment by Respondent and Respondent used to take the work from him as and when required. Thus, it is established that Petitioner had worked as daily wage workman in Respondent organization. Respondent submitted that the Petitioner was engaged for delivery of telegram, on piece rate wages and no question of terminating the services of the Petitioner from 15.9.2008 arise. Further, it is submitted that the Petitioner himself stopped delivering telegrams without intimating Respondent. Respondent submits that the Petitioner was never informed that his services will be regularised in future, since the Respondent never recruited or appointed him as a Telegraph Messenger and he was engaged only for delivering the telegram on piece rate basis. Therefore, there was no employer and employee relationship between the Petitioner and the Respondent. It is admitted fact that Petitioner was engaged for delivery of telegrams at piece rate @Rs.2/- per each delivery of the telegram and the Petitioner was never recruited nor

appointed by Respondent in employment under recruitment regulation. Respondent has not issued any appointment letter to the Petitioner. The Respondent management being instrumentality of the Government, bound by rules and regulations for recruitment of employees for the organization.

Hon'ble Supreme Court in its recent decision has laid down principles and guidelines for regularization of casual workman, In the case of **ONGC Vs. Krishan Gopal 2020(3) Scale 272, Hon'ble Supreme Court of India have laid down the principle regarding regularization of the casual workman and have held:-**

“23 The following propositions would emerge upon analyzing the above decisions:

(i) Wide as they are, the powers of the Labour Court and the Industrial Court cannot extend to a direction to order regularisation, where such a direction would in the context of public employment offend the provisions contained in Article 14 of the Constitution;

(ii) The statutory power of the Labour Court or Industrial Court to grant relief to workmen including the status of permanency continues to exist in circumstances where the employer has indulged in an unfair labour practice by not filling up permanent posts even though such posts are available and by continuing to employ workmen as temporary or daily wage employees despite their performing the same work as regular workmen on lower wages;

(iii) The power to create permanent or sanctioned posts lies outside the judicial domain and where no posts are available, a direction to grant regularisation would be impermissible merely on the basis of the number of years of service;

(iv) Where an employer has regularised similarly situated workmen either in a scheme or otherwise, it would be open to workmen who have been deprived of the same benefit at par with the workmen who have been regularised to make a complaint before the Labour or Industrial Court, since the deprivation of the benefit would amount to a violation of Article 14; and

(v) In order to constitute an unfair labour practice under Section 2(ra) read with Item 10 of the Vth Schedule of the ID Act, the employer should be engaging workmen as badlis, temporaries or casuals, and continuing them for years, with the object of depriving them of the benefits payable to permanent workmen.”

But in the instant matter, Petitioner failed to adduce any evidence that he was appointed by Respondent by following recruitment procedure or he was working against any sanctioned post in the Respondent management. Petitioner failed to adduce any evidence on record that the Respondent was indulged in any unfair labour practice by not filling the permanent post even though such post was available and by calling to employ workman as temporary or daily wages employees despite performing the same work as regular workman on lower wages. Therefore, for the want of such plea and evidence, the claim of the Petitioner for regularization in the Respondent service is not acceptable.

Further, in **Hari Nandan Prasad v Employer I/R to Management of Food Corporation of India²⁰ (“FCI”), Hon'ble Supreme Court of India have held:**

“34. On a harmonious reading of the two judgments discussed in detail above, we are of the opinion that when there are posts available, in the absence of any unfair labour practice the Labour Court would not give direction for regularisation only because a worker has continued as daily- wage worker/ad hoc/temporary worker for number of years. Further, if there are no posts available, such a direction for regularization would be impermissible. In the aforesaid circumstances giving of direction to regularise such a person, only on the basis of number of years put in by such a worker as daily-wager, etc. may amount to back door entry into the service which is an anathema to Article 14 of the Constitution. Further, such a direction would not be given when the worker concerned does not meet the eligibility requirement of the post in question as per the recruitment rules. However, wherever it is found that similarly situated workmen are regularised by the employer itself under some scheme or otherwise and the workmen in question who have approached the Industrial/Labour Court are on a par with them, direction of regularisation in such cases may be legally justified, otherwise, non-regularisation of the left-over workers itself would amount to invidious discrimination qua them in such cases and would be violative of Article 14 of the Constitution. Thus, the industrial adjudicator would be achieving the equality by upholding Article 14, rather than violating this constitutional provision.”

Therefore, in view of the fore gone discussion and law laid down by the Hon'ble Apex Court as discussed above, the claim of the Petitioner for regularization is not tenable.

Thus, Point No.II is decided against the Petitioner accordingly.

14. **Point No.III:** In view of the finding given at Points No. I & II, the Petitioner is not entitled to any relief claimed and his petition is found to be baseless, devoid of merit and hence, liable to be dismissed.

Therefore, Point No.III is decided accordingly.

AWARD

The action of the management of BSNL, Guntur in terminating the services of workman Shri K. Bala Koteswara Rao w.e.f.15.9.2008 is held legal and justified. The workman is not entitled to any relief as prayed for. Petition is dismissed. Reference is answered accordingly.

Award is passed accordingly. Transmit.

Dictated to Smt. P. Phani Gowri, Personal Assistant, transcribed by her, corrected and signed by me on this the 6th day of January, 2025.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the

Petitioner

WW1: Sri K. Bala Koteswara Rao

Witnesses examined for the

Respondent

MW1: Sri P. Rami Reddy

MW2: Sri Kota N.V. Prasanna Kumar

Documents marked for the Petitioner

Ex.W1: Photostat copy of minutes of meeting dt.6.10.2008

Ex.W2: Photostat copy of authorization lr by Respondent dt.17.6.2008

Ex.W3: Photostat copy of minutes of discussion dt.18.6.2008

Ex.W4: Photostat copy of representation dt.16.7.2008

Ex.W5: Photostat copy of representation of Petitioner 4.11.2008

Ex.W6: Photostat copy of notice from ACL dt.7.11.2008

Ex.W7: Photostat copy of representation dt.2.12.2008

Ex.W8: Photostat copy of notice from ACL

Ex.W9: Photostat copy of minutes of meeting dt.16.12.2008

Ex.W10:Photostat copy of notice from ACL

Ex.W11:Photostat copy of Minutes of discussion before ALC(C)

Ex.W12:Photostat copy of internal office order

Ex.W13:Photostat copy of failure report dt.12.2.2009

Ex.W14:Photostat copy of reference of govt. dt.21.5.2009

Ex.W15:Photostat copy of affidavit by Petitioner

Ex.W16:Photostat copy of information with regard to delivery of telegrams

Ex.W17:Photostat copy of information with regard to delivery of telegrams

Ex.W18:Photostat copy of cooly charges for delivery of telegrams

Ex.W19:Photostat copy of cooly charges for delivery of telegrams

Ex.W20:Photostat copy of cooly charges for delivery of telegrams

Ex.W21:Photostat copy of cooly charges for delivery of telegrams

Ex.W22:Photostat copy of strike notice

Ex.W23:Photostat copy of demands of union

Ex.W24:Photostat copies of bunch of papers (1 to 65) for allotment of duty charts of work chart, details of messengers, timings etc. of Petitioner from 1.1.99 to till date

Documents marked for the Respondent

NIL

नई दिल्ली, 27 जनवरी, 2025

का.आ. 143.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार महाप्रबंधक, बीएसएनएल, दूरसंचार जिला, गुंटूर, के प्रबंधन के संबंध नियोजकों और श्री मोहम्मद ज़हीर, कामगार, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह-श्रम न्यायालय- हैदराबाद पंचाट (संदर्भ संख्या LC 20/2009) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 27.01.2025 को प्राप्त हुआ था।

[सं. एल-40012/34/2009-आईआर (डीयू)]

दिलीप कुमार, अवर सचिव

New Delhi, the 27th January, 2025

S.O. 143.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. ID. No. LC 20/2009) of the **Central Government Industrial Tribunal cum Labour Court– Hyderabad** as shown in the Annexure, in the Industrial dispute between the employers in relation to **The General Manager, BSNL, Telecom District, Guntur, and Shri Md. Zaheer, Worker**, which was received along with soft copy of the award by the Central Government on 27.01.2025.

[No. L-40012/34/2009-IR (DU)]

DILIP KUMAR, Under Secy.

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT AT HYDERABAD

Present: **Sri IRFAN QAMAR**

Presiding Officer

Dated the 2nd day of January, 2025

INDUSTRIAL DISPUTE No. 20/2009

Between:

Shri Md. Zaheer,

S/o Shri Aabdul Sattar,

D.No.15-3-90, 2nd Lane,

Isrealpet, Guntur A.P.

..... Petitioner

AND

The General Manager,

BSNL, Telecom District,

Guntur.

.... Respondent

Appearances:

For the Petitioner : M/s. G. Vidyasagar, K. Udayasree & P. Sudheer Rao, Advocates

For the Respondent: Sri S. Prabhakar Reddy, Advocate

AWARD

Government of India, Ministry of Labour by its order No. L-40012/34/2009-IR(DU) dated 21.5.2009 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of BSNL and their workman. The reference is,

THE SCHEDULE

“Whether the action of the management of BSNL, Guntur in terminating the services of their workman Shri Md. Zaheer w.e.f. 6.8.2008 is legal and justified? If not, what relief the workman is entitled to?”

The reference is numbered in this Tribunal as I.D. No. 20/2009 and notices were issued to the parties concerned.

2. The averments made in the claim statement are as follows:

It is submitted that the Petitioner joined the Central Telegraph Office as Telegraphic Messenger on 1.1.1999. He worked continuously and discharged his duties as Telegraphic Messenger with utmost satisfaction of his superiors. It is submitted that there were about 8 Telegraphic Messengers working at Guntur circle and they used to work for more than 10 hours in different shifts as per the allotment of shifts by the Respondent Management. The Respondent used to pay Rs.20/- per day for the line works and Rs.1/- for each telegram. Now, the workmen are being paid Rs.40/- per day and Rs.2/- per each Telegram for delivering telegraphic messages. The Petitioner has to take his own cycle and deliver the same nook and corner villages. Though, the amount paid to the workmen is meager, they are discharging duties under the fond hope that their services would be regularized and that they would be paid regular scale of pay. Since workman worked considerable length of time, they made representations to the Respondent requesting for regularization of the services and also for regular scale of pay. On the ground that the workmen made representation

for regularization and other benefits, they were informed orally that they need not attend for duties w.e.f. 6.8.2008. Immediately, workman approached the authority requesting to continue the services of the workmen as Telegraphic Messenger. However, the Respondent has not taken him into service. Therefore, the services were terminated orally with effect from 06/08/2008 which is wholly illegal arbitrary and unjust. It is submitted that as there was no other alternative, the BSNL contract casual employees and labour Union, approached the Assistant Commissioner of Labour(Central) Vijayawada, later the dispute was referred to this Tribunal hence, this ID. It is submitted that Petitioner worked in the Respondent with the meager salary under the fond hope that his services would be regularized in future and he will get benefits to which he is entitled to from the date of his appointment. But, till date, the Respondent has not regularized the services of the Petitioner. When Petitioner along with others formed Union and made representation with regard to grievances of the workman, the Respondent started victimizing against the Petitioner and other workmen and ultimately their services were terminated w.e.f. 6.8.2008 without assigning any reasons. It is submitted that after disengaging the services of the workman, the Respondent has engaged other workmen viz., Sri K. Nagabhushanam Sri Subba Rao, and Sri Goverdhan as Telegraphic Messengers, which is wholly illegal, arbitrary and contrary to the provisions of the Industrial Dispute Act, 1947. Further the Respondent have called for tenders for delivery of "C" Telegrammes work and work order has been issued to M/s. Rana Man Power & Placement Services Private Limited, Guntur, to that effect Petitioner herein filing payment bills vide Bill Dt. 11/03/2010 and 11/04/2010. before this Hon'ble Court for adjudicate the issue. It is submitted that the workman has worked for more than 4 to 5 years of continuously without any break, and the workman has completed more than 240 days in a calendar year. Hence, the workman is entitled to notice, notice pay before termination from the employment. However, the Respondent has not issued any notice nor any compensation in lieu of notice as per Section 25 of Industrial Disputes Act, 1947. Hence, the Respondent has violated the Section 25 of Industrial Disputes Act, therefore, the termination is illegal and the workman is entitled to reinstatement with all consequential benefits. It is further submitted that the Hon'ble Supreme Court in catena of decisions it is held that the temporary employee cannot be replaced by another temporary employee. In the given case, all the workmen have been disengaged by engaging fresh workmen as Telegraphic Messenger, which is nothing but violation of Section 25 (g) and (h) of Industrial Disputes Act. It is submitted that as per 25 (G) and (H) seniority list of employees has to be prepared and no such seniority list is prepared. It is submitted that though the workman continuously worked more than 240 days in a calendar year, the Respondent used to pay the wages for five days in factious names in order to avoid regularization and other benefits, to which the workman is entitled to. It is submitted that the workman did not secure any employment in any other organization on the ground that his services would be absorbed in the Respondent organization. By virtue of oral termination, the workman was deprived of livelihood. It is therefore prayed to declare the action on part of the Respondent in terminating the services of the Petitioner orally w.e.f. 6.8.2008 is illegal, arbitrary and unjust and consequently directing the Respondent to reinstate the Petitioner into service, with continuity of service, full back wages and other attendant benefits.

3. **Respondent filed counter denying the averments of the Petitioner as under:-**

It is further submitted that the BSNL Contract Casual Employees and Labour Union is not having any locus standi to espouse the cause of Petitioner herein. It is submitted that the Respondent engaged the Petitioner for delivery of telegrams occasionally on coolie basis and he was paid Rs.2/- per delivery of each telegram vide orders of the General Manager, Telecom No.A31/ACTTS/MISC2001-02 dated 03.12.2001. The Petitioner was neither recruited nor appointed as Telegram Messenger in the Respondent organization. There is no privity of contract between the Petitioner and Respondent. There is no employee employer relationship between the Petitioner and Respondent. Therefore the Petitioner can not avail the provisions of Industrial Disputes Act, 1947. It is further submitted that, the Respondent did not appoint the Petitioner and there is no privity of contract and therefore the question of removing his services by the Respondent does not arise. It is further submitted that the Hon'ble Apex Court in the case of Secretary, State of Karnataka Vs Uma Devi (3) reported in 2006 (4) SCC 1 was pleased to held that absorption, regularization or permanent continuance of temporary, contractual, casual, daily wage or adhoc employee appointed/ recruited deforms the constitutional scheme or public employment on issuance of directions by court and issuance of such directions amount to creating another mode of public employment which is not permissible. In the present case the Respondent engaged the Petitioner only for delivery of telegrams occasionally on coolie basis and he was paid Rs.2/- for delivery of each telegram and therefore the Petitioner is not having any right to seek employment with the Respondent. Moreover the Petitioner without intimating to the Respondent stopped coming to deliver the telegrams. Therefore he can not claim that the Respondent engaged him and terminated his services. Viewed from any angle the claim of the Petitioner is frivolous and therefore the Petitioner is not entitled for any relief. The contentions of the Petitioner that he joined Central Telegraph Office as Telegraphic Messenger on 01.01.1999, worked continuously, discharged his duties as Telegraphic Messenger with utmost satisfaction of his superiors etc., false, baseless and not tenable and the Petitioner may be put to strict proof of the same. It is submitted that the Respondent engaged the Petitioner for delivery of telegrams occasionally and in view of the same the allegations mentioned by the Petitioner are false and untenable. Further, it is submitted that the Petitioner and other personnel engaged by the Respondent for delivery of telegrams occasionally on coolie basis on payment of Rs.2/- for delivery of each telegram they were neither recruited nor appointed as telegram messengers in the Respondent organization. Therefore the question of terminating his services orally w.e.f. 06.08.2008 by the Respondent does not arise. The Petitioner without intimating

to the Respondent stopped coming to deliver the telegrams. The further contention of the Petitioner that the workman worked considerable length of time, they made representations to the Respondent requesting for regularization of the services and also for regular pay of scale etc., is untenable. The Petitioner engaged for delivery of telegrams occasionally on coolie basis by paying Rs.2/ per telegram is not entitled for regularization. The union is not having any locus standi to represent or espouse the cause of the Petitioner since the Petitioner is not a workman as defined under Section 2 (s) of the I.D.Act and therefore he can not be represented by the said union. It is submitted that Respondent never informed the Petitioner that his services will be regularized in future since the Respondent never recruited or appointed him as Telegram messenger and he was engaged only for delivery of telegrams on piece rate basis. Therefore when there is no employee employer relationship and Petitioner stopped delivery of messages without intimation, the question of termination of his services by the Respondent does not arise. It is submitted that a tender was called for delivery of telegrams and work order has been issued to M/s.Rana Man Power and Placement Services Private Limited, Guntur since there is no alternative to the Respondent to do the same as the Petitioner and other similarly situated personnel who were engaged for the purpose of delivery of telegrams stopped delivery of telegrams without intimation. The other allegations with regard to violation of provisions of I.D.Act etc., are false and untenable. The question of violation of Section 25 (G) and (H) of the I.D.Act by the Respondent does not arise. The contentions of the Petitioner that the junior to him was considered for employment is denied for the reason that the Petitioner is not an employee of the Respondent. The Petitioner was engaged for delivery of telegram occasionally on coolie basis and he never continuously engaged for 240 days in a calendar year as employee of the Respondent. He was not paid either daily or monthly wages. The Respondent never informed the Petitioner that his services would be absorbed in BSNL Organization. He was never recruited, neither appointed nor was terminated and hence the question of reinstatement does not arise. In view of the above, the petition be dismissed as devoid of merits.

4. Heard arguments of Learned Counsels for both the parties as well as perused written arguments.

5. On the basis of rival contentions and pleadings of both the parties, following issues emerge for determination in the instant matter:-

I. Whether the action of Respondent Management of BSNL, Guntur in terminating the services of Petitioner Sri Md. Zaheer with effect from 6.8.2008 is legal and justified?

II. Whether the Petitioner is entitled for regularization?

III. Whether the Petitioner is entitled for the relief claimed?

Findings:-

6. **Point No.I:-** It is the claim of the Petitioner that he joined the service of the Central Telegraph Office as telegraphic messenger on 1.1.1999 and he worked for more than 4 to 5 years continuously without any break. Petitioner submits that he has completed more than 240 days in a calendar year hence, he is entitled to notice, notice pay before terminating from the employment. However, Respondent did not issue any notice nor paid compensation in lieu of notice under Section 25F of ID Act and Respondent has terminated Petitioner from service in violation of the provision contained under section 25 F of ID Act and termination order of Petitioner is illegal and he is entitled to reinstatement in the service with all consequential benefits. Further, Petitioner submits that Supreme Court in catena of decisions has held that temporary employee cannot be replaced by another temporary employee. In the instant matter all the workers have been disengaged by engaging fresh workmen as telegraphic messengers by the Respondent in violation of section 25G and H of I.D. Act, 1947. Thus, Petitioner claims that his termination order dated 6.8.2008 be set aside and Respondent be directed to reinstate him into service.

7. In support of plea in evidence Petitioner, has filed affidavit of WW1 wherein witness has reiterated the averments made in the claim statement, WW1 states that his service was terminated orally on 6.8.2008 by the Respondent in contravention of the provision of Section 25 F of the I.D. Act. WW1 was cross examined by the Respondent counsel and in his cross examination, WW1 states as under:-

"No appointment letter was issued to me for delivery of telegrams. It is not true to suggest that Respondent used to take work from me as and when required. It is true that as per Ex.W14 and W15, I have worked 19 days in the month of May 2002. Likewise, as per Exhibit W 17, I have worked 9 days in the month of June 2002. It is not correct to say that I have not worked 240 days in any calendar year. The Witness volunteers that he has worked 360 days in a year without any holidays. I have not given any complaint to the Labour Department complaining that Respondent is taking our service in the holidays. I have not given any complaint that though I have worked under the Respondents but instead of my name, others name have been mentioned in the record. I have not made any complaint to that effect. It is not true to suggest that management has not appointed me as telegram messenger. Therefore the question of terminating me on 6/8/2008 does not arise."

From the above statement of WW1 it manifest that workman did not complete 240 days continuous service in the year 2002. Further, Petitioner was not issued any appointment letter therefore, it is established that he had worked as a daily wager in the Respondent office.

8. Further, WW1 was cross examined by the Respondent regarding documents, Ex.W24 the bunch of photo copies, to which Petitioner claims that it pertains to the allotment of duty charts and work chart, details of messengers, timings of duty hours and payment of bills pertaining to Petitioner for the period from 1.1.99 to till date of termination i.e., 6.8.2008. WW1 in his cross examination states:-

“ It is true that Ex. W24 pertains to only for the years 2006 and 2007. It is not true to suggest that Ex.W24 dates are not continuously appearing. I have obtained the Xerox copies of Ex. W24 from one Mr Anand Rao, Attendar in the year 2007. It is not true to suggest you that I have prepared Ex. W24 and filed before this Court. The Ex.W24 contains the signature of Sr. Assistant and rubber stamp pertains to Sub Divisional Engineer. It is not true to suggest to that Ex.W24 does not disclose that I have worked for 240 days in the Respondent. It is not true to suggest that I have fabricated the document Ex.W24 for the purpose of this case.”

It manifest from the above statement of WW1 that he has not filed any document of duty chart and timings of duty hours and payment of bill pertaining to year 2008 in which he was terminated. These photocopies pertains to the year 200 and 2007 only. Now, we proceed to examine the evidence lead by the Petitioner on record in support of his claim.

9. It is settled law that for taking a plea about retrenchment in violation of provision of Section 25 F of ID Act, the workman has to establish that he has been in continuous service for not less than one year or 240 days continuously in service in a calendar year just preceding from the date of his termination, under that employer who has retrenched him from service.

Before evaluating evidence on record in support of claim of Petitioner, it would be relevant to reproduce here the provision of Section 25 B of ID Act which defines the term continuous service of Workman, that reads as under:-

Section 25B defines the term continuous service which provides

Definition of continuous service.- For the purposes of this Chapter,--

(1) a workman shall be said to be in continuous service for a period if he is, for that period, in uninterrupted service, including service which may be interrupted on account of sickness or authorized leave or an accident or a strike which is not illegal, or a lock-out or a cessation of work which is not due to any fault on the part of the workman;

(2) where a workman is not in continuous service within the meaning of clause (1) for a period of one year or six months, he shall be deemed to be in continuous service under an employer--

(a) for a period of one year, if the workman, during a period of twelve calendar months preceding the date with reference to which calculation is to be made, has actually worked under the employer for not less than--

(i) one hundred and ninety days in the case of a workman employed below ground in a mine; and

(ii) two hundred and forty days, in any other case;

Further, Hon'ble Supreme Court in its number of decisions has elaborated the concept of continuous service in a calendar year u/s 25F of I.D. Act as required for valid retrenchment under I.D. Act, 1947 and few decision are discussed as follows:-

In the case of **Sur Enamel and Stamping works Private Limited Vs. their workmen**, referring to Section 25 B, Hon'ble Supreme Court has defined the term continuous service as under:-

"The position therefore is that during a period of employment for less than 11 calendar months these two persons worked for more than 240 days. In our opinion that would not satisfy the requirement of section 25B. Before a workman can be considered to have completed one year of continuous service in an industry it must be shown first that he was employed for a period of not less than 12 calendar months and, next that during those 12 calendar months had worked for not less than 240 days. Where, as in the present case, the workmen have not at all been employed for a period of 12 calendar months it becomes unnecessary to examine whether the actual days of work numbered 240 days or more. For, in any case, the requirements of section 25B would not be satisfied by the mere fact of the number of working days being not less than 240 days."

In **Mohan Lal Vs. Management of M/s. Bharat Electronics**, dated 21.4.1981AIR 1981 Supreme Court 1253, the Hon'ble Supreme Court have held,

It was, however, urged that section 25F is not attracted in this case for an entirely different reason. Mr. Markendaya contended that before section 25F is invoked, the condition of eligibility for a workman to complain of invalid retrenchment must be satisfied. According to him unless the workman has put in continuous service for not less than one year his case would not be governed by section 25F. That is substantially correct because the relevant provision of section 25F provides as under:

"25F. "No workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until:-

(a) the workman has been given one month's notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of the notice;

Provided that no such notice shall be necessary if the retrenchment is under an agreement which specifies a date for the termination of service;

(b) the workman has been paid, at the time of retrenchment, compensation which shall be equivalent of fifteen days' average pay (for every completed year of continuous service) or any part thereof in excess of six months; and

(c) notice in the prescribed manner is served on the appropriate Government (or such authority as may be specified by the appropriate government by notification in the Official Gazette)."

Reverting to the facts of this case, admittedly the appellant was employed and was on duty from December 8, 1973 to October 19, 1974 when his service was terminated. The relevant date will be the date of termination of service, i.e. October 19, 1974 Commencing from that date and counting backwards, admittedly he had rendered service for a period of 240 days within a period of 12 months and, indisputably, therefore, his case falls within section 25B(2) (a) and he shall be deemed to be in continuous service for a period of one year for the purpose of Chapter VA."

In Rajasthan State Ganganagar S. Mills Ltd. v. State of Rajasthan and Anr. (2004) Apex Court held:

"It was the case of the workman that he had worked for more than 240 days in the year concerned. This claim was denied by the appellant. It was for the claimant to lead evidence to show that he had worked for 240 days in the year preceding the date of his termination. He has filed an affidavit. It is statement which is in his favor and that cannot be regarded as sufficient evidence for any Court or Tribunal to come to the conclusion that in fact the claimant had worked for 240 days in a year These aspects were highlighted in Range Forest Officer v. S.T. Hadimani (2002) (3) SCC 25. No proof of receipt of salary or wages for 240 days or order or record in that regard was produced. Mere non-production of the muster roll for a particular period was not sufficient for the Labour Court held that the workman had worked for 240 days as claimed."

In Municipal Corporation, Faridabad v. Siri Niwas (2004 (8) SCC 195), held "the burden was on the workman to show that he was working for more than 240 days in the preceding one year prior to his alleged retrenchment." In *M.P. Electricity Board v. Hariram* (2004 (8) SCC 246) the position was again reiterated in paragraph 11 as follows: "The above burden having not been discharged and the Labour Court having held so, in our opinion, the Industrial Court and the High Court erred in basing an order of reinstatement solely on an adverse inference drawn erroneously .."

In the case of Manager, RBI, Bangalore vs. S Mani (2005) SCC Page 100, the 3 Judges Bench of the Apex Court held that "the initial burden of proof was on the workman to show that he had completed 240 days of service."

In the case of Mohan Lal vs. Management, BEL 1981 SCC P. 225, Hon'ble Apex Court held, "Before a workman can claim retrenchment, not being in consonance of Section 25 of the ID act. he has to show that he has been in continuous service of not less than 1 year with the employer who had retrenched him from service."

Now, in view of the provision contained under Section 25 B of I D Act and Law laid down by the Hon'ble Supreme Court as discussed above, we have to examine whether the retrenchment of Workman by Respondent vide order dated 6.8.2008 was in contravention of the provision contained under section 25 F. As per provision contained in Section 25B of the I.D. Act, 1947, the workmen has to prove the fact of continuous service of 240 days in a calendar year just preceding from the date of termination i.e., 6.8.2008. As claimed by Petitioner the date of termination in the present case is 6.8.2008. The relevant date of reckoning continuous 240 days of service will be the date of termination, i.e., 6.8.2008. However, record reveals that Petitioner has not filed any document in evidence to establish the fact that he had rendered continuous service for a period of 240 days in the Respondent office in a calendar year just preceding from the date of his termination i.e., 6.8.2008, WW1 has admitted in his cross examination that the Respondent has not issued any appointment letter for delivery of the telegram. The documents Ex.W14 and 15, goes to show that workman had worked for 19 days in the month of May 2002 and have worked 9 days in the month of June 2002. Apart from these documents, Petitioner has filed Ex.W24 which contains photocopies of allotted duty chart of the Petitioner along with other workmen which pertains to the year 2006 and 2007 only. Whereas, Petitioner has not filed any document in evidence of the year 2008 in order to establish the fact of continuous service of 240 days in a calendar year just preceding from the date of his termination, i.e., 6.8.2008. Further, perusal of document Ex.W24 goes to show that these are alleged duty charts pertains to year 2006 and 2007 and not legible. Petitioner has not filed any documents to prove that he had worked 240 days continuously in a calendar year just preceding from the date of his termination. WW1 has not disclosed the source of obtaining this bunch of documents Ex.W24 or whether these documents has been issued by the authorised authority or obtained from legal sources. However, Respondent has also challenged genuineness of documents annexed with the Ex.W24 alleging that these are forged documents as the witness MW1 states that these documents are forged documents. However, Petitioner has not rebutted or contradicted this allegation by producing any cogent evidence.

10. Thus, ongoing documentary and oral evidence on record, I am of the view that Petitioner utterly failed to establish his claim that he had worked for 240 days continuously in a calendar year just preceding from the date of his termination i.e., 6.8.2008 and hence, provision of Sec.25F of I.D. Act, 1947 which pertains to legal retrenchment, do not apply to his case. Thus, for the want of evidence, documents pertaining to attendance sheet, salary slip of the workman of the year 2008. We are unable to hold that workman has completed 240 days of continuous service in a calendar year just preceding from the date of his termination i.e., 6.8.2008.

11. Once Petitioner failed to establish and prove his case of legal and valid retrenchment u/s.25F of I.D. Act, 1947, then the claim of the Petitioner for re-employment in the employment of Respondent u/s 25G and 25H is not tenable.

12. On the other hand, the Respondent has examined the witness MW1. Since MW1 was not produced for cross examination, therefore, his evidence can not be read. Respondent has examined MW2 and in the chief statement MW2 has stated that,

“ I submit that the Respondent engaged the Petitioner for delivery of telegrams occasionally on daily basis and he was paid Rs.2/- per delivery of each telegram on 3.12. 2001. I submit that the Petitioner was neither recruited nor appointed as telegram messenger in the Respondent organization and there is no privity of contract between the Petitioner and Respondent and there is no employee employer relationship between the Petitioner and Respondent.

I submit that contentions of the Petitioner that he joined Central Telegraph Office as telegraphic messenger on 1/1/1999 and worked continuously and discharged his duties as Telegraphic messenger with utmost satisfaction of his superiors is absolutely false as mentioned above. The Respondent engaged the Petitioner for delivery of telegrams occasionally whenever there is a work. Therefore, the question of this Respondent terminating his services from 6.8.2008 does not arise. I submit that the Petitioner himself stopped coming to deliver the telegrams without any intimation to this Respondent.”

Although MW2 was cross examined by the Respondent but nothing has been elicited in his cross examination to discredit the testimony of this witness. However, the version of MW2 finds support from the oral testimony of Petitioner witness.

Thus, this Point No.I is answered against the Petitioner.

13. Point No.II:- As per record, admittedly, Petitioner was not issued any appointment letter for employment by Respondent and Respondent used to take the work from him as and when required. Thus, it is established that Petitioner had worked as daily wage workman in Respondent organization. Respondent submitted that the Petitioner was engaged for delivery of telegram, on piece rate wages and no question of terminating the services of the Petitioner from 6.8.2008 arise. Further, it is submitted that the Petitioner himself stopped delivering telegrams without intimating Respondent. Respondent submits that the Petitioner was never informed that his services will be regularised in future, since the Respondent never recruited or appointed him as a Telegraph Messenger and he was engaged only for delivering the telegram on piece rate basis. Therefore, there was no employer and employee relationship between the Petitioner and the Respondent. It is admitted fact that Petitioner was engaged for delivery of telegrams at piece rate @Rs.2/- per each delivery of the telegram and the Petitioner was never recruited nor appointed by Respondent in employment under recruitment regulation. Respondent has not issued any appointment letter to the Petitioner. The Respondent management being instrumentality of the Government, bound by rules and regulations for recruitment of employees for the organization.

Hon'ble Supreme Court in its recent decision has laid down principles and guidelines for regularization of casual workman, In the case of **ONGC Vs. Krishan Gopal 2020(3) Scale 272, Hon'ble Supreme Court of India have laid down the principle regarding regularization of the casual workman and have held:-**

“23 The following propositions would emerge upon analyzing the above decisions:

(i) Wide as they are, the powers of the Labour Court and the Industrial Court cannot extend to a direction to order regularisation, where such a direction would in the context of public employment offend the provisions contained in Article 14 of the Constitution;

(ii) The statutory power of the Labour Court or Industrial Court to grant relief to workmen including the status of permanency continues to exist in circumstances where the employer has indulged in an unfair labour practice by not filling up permanent posts even though such posts are available and by continuing to employ workmen as temporary or daily wage employees despite their performing the same work as regular workmen on lower wages;

(iii) The power to create permanent or sanctioned posts lies outside the judicial domain and where no posts are available, a direction to grant regularisation would be impermissible merely on the basis of the number of years of service;

(iv) Where an employer has regularised similarly situated workmen either in a scheme or otherwise, it would be open to workmen who have been deprived of the same benefit at par with the workmen who have been regularised to make

a complaint before the Labour or Industrial Court, since the deprivation of the benefit would amount to a violation of Article 14; and

(v) In order to constitute an unfair labour practice under Section 2(ra) read with Item 10 of the Vth Schedule of the ID Act, the employer should be engaging workmen as badlis, temporaries or casuals, and continuing them for years, with the object of depriving them of the benefits payable to permanent workmen."

But in the instant matter, Petitioner failed to adduce any evidence that he was appointed by Respondent by following recruitment procedure or he was working against any sanctioned post in the Respondent management. Petitioner failed to adduce any evidence on record that the Respondent was indulged in any unfair labour practice by not filling the permanent post even though such post was available and by calling to employ workman as temporary or daily wages employees despite performing the same work as regular workman on lower wages. Therefore, for the want of such plea and evidence, the claim of the Petitioner for regularization in the Respondent service is not acceptable.

Further, in **Hari Nandan Prasad v Employer I/R to Management of Food Corporation of India²⁰** ("FCI"), Hon'ble Supreme Court of India have held:

"34. On a harmonious reading of the two judgments discussed in detail above, we are of the opinion that when there are posts available, in the absence of any unfair labour practice the Labour Court would not give direction for regularisation only because a worker has continued as daily- wage worker/ad hoc/temporary worker for number of years. Further, if there are no posts available, such a direction for regularization would be impermissible. In the aforesaid circumstances giving of direction to regularise such a person, only on the basis of number of years put in by such a worker as daily-wager, etc. may amount to back door entry into the service which is an anathema to Article 14 of the Constitution. Further, such a direction would not be given when the worker concerned does not meet the eligibility requirement of the post in question as per the recruitment rules. However, wherever it is found that similarly situated workmen are regularised by the employer itself under some scheme or otherwise and the workmen in question who have approached the Industrial/Labour Court are on a par with them, direction of regularisation in such cases may be legally justified, otherwise, non-regularisation of the left-over workers itself would amount to invidious discrimination qua them in such cases and would be violative of Article 14 of the Constitution. Thus, the industrial adjudicator would be achieving the equality by upholding Article 14, rather than violating this constitutional provision."

Therefore, in view of the fore gone discussion and law laid down by the Hon'ble Apex Court as discussed above, the claim of the Petitioner for regularization is not tenable.

Thus, Point No.II is decided against the Petitioner accordingly.

14. **Point No.III:** In view of the finding given at Points No. I & II, the Petitioner is not entitled to any relief claimed and his petition is found to be baseless, devoid of merit and hence, liable to be dismissed.

Therefore, Point No.III is decided accordingly.

AWARD

The action of the management of BSNL, Guntur in terminating the services of workman Shri Md. Zaheer w.e.f. 6.8.2008 is held legal and justified. The workman is not entitled to any relief as prayed for. Petition is dismissed. Reference is answered accordingly.

Award is passed accordingly. Transmit.

Dictated to Smt. P. Phani Gowri, Personal Assistant, transcribed by her, corrected and signed by me on this the 2nd day of January, 2025.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the
Petitioner

WW1: Sri Md. Zaheer

Witnesses examined for the
Respondent

MW1: Sri P. Rami Reddy

MW2: Sri Kota N.V. Prasanna Kumar

Documents marked for the Petitioner

Ex.W1: Photostat copy of authorization Ir by Respondent dt.17.6.2008

Ex.W2: Photostat copy of minutes of discussion dt.18.6.2008

Ex.W3: Photostat copy of representation dt.16.7.2008

- Ex.W4: Photostat copy of minutes of meeting dt.6.10.2008
- Ex.W5: Photostat copy of notice from ACL dt.7.11.2008
- Ex.W6: Photostat copy of minutes of meeting dt.16.12.2008
- Ex.W7: Photostat copy of notice from ACL dt.23.1.2009
- Ex.W8: Photostat copy of minutes of discussion dt.4.2.2009
- Ex.W9: Photostat copy of failure report dt.12.2.2009
- Ex.W10:Photostat copy of reference of govt. dt.21.5.2009
- Ex.W11:Photostat copy of affidavit by Petitioner dt.6.6.2009
- Ex.W12:Photostat copy of information reg. delivery of telegram dt.11.3.2010
- Ex.W13:Photostat copy of reg. bill payment to delivery of telegram dt.7.4.2010
- Ex.W14:Photostat copy of cooly charges for delivery of telegrams from 1.5.02 to 10.5.02
- Ex.W15:Photostat copy of cooly charges for delivery of telegrams from 21.5.02 to 31.5.02
- Ex.W16:Photostat copy of cooly charges for delivery of telegrams from 1.6.02 to 10.6.02
- Ex.W17:Photostat copy of cooly charges for delivery of telegrams from 11.6.02 to 20.6.02
- Ex.W18:Photostat copy of cooly charges for delivery of telegrams
- Ex.W19:Photostat copy of cooly charges for delivery of telegrams
- Ex.W20:Photostat copy of cooly charges for delivery of telegrams
- Ex.W21:Photostat copy of Union resolution
- Ex.W22:Photostat copy of strike notice
- Ex.W23:Photostat copy of demands of union
- Ex.W24:Photostat copies of bunch of papers (1 to 65) for allotment of duty charts of work chart, details of messengers, timings etc. of Petitioner from 1.1.99 to till date

Documents marked for the Respondent

NIL

नई दिल्ली, 27 जनवरी, 2025

का.आ. 144.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डब्ल्यू.सी.एल.के प्रबंधन के संबंधित नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में दलित; I jdkj vks| kfxd vf/kdj.k - सह - Je U; k; ky; , जबलपुर के पंचाट (एलसी-55/2013) को प्रकाशित करती है, जो केन्द्रीय सरकार को 09/01/2025 को प्राप्त हुआ था।

[सं. एल-22012/264/2012-आई आर (सीएम-II)]

मणिकंदन.एन, उप निदेशक

New Delhi, the 27th January, 2025

S.O. 144.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (**Reference. LC/55/2013**) of the **Central Government Industrial Tribunal-cum-Labour Court, Jabalpur** as shown in the Annexure, in the industrial dispute between the Management of **W.C.L.**, and their workmen, received by the Central Government on **09/01/2025**.

[No. L-22012/264/2012-IR(CM-II)]

MANIKANDAN. N, Dy. Director

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, JABALPUR

NO. CGIT/LC/R/55/2013

Present: P.K.Srivastava

H.J.S..(Retd)

Zonal Mahamantri,

Coal Mines, Engg. Works Association,

Ward No. 10, Gude PO,

Distt. Palachorai, Chhindwara

Workman

Vs

Chief General Manager,

Western Coalfield Limited,

Kanhana region, PO Dungria,

Chhindwara

Management

(JUDGMENT)

(Passed on this 2nd day of January-2025)

As per letter dated 05/03/2013 by the Government of India, Ministry of Labour, New Delhi, the reference is made to this Tribunal under Section-10 of Industrial Disputes Act, 1947 (in short the 'Act') as per Notification No. L-22012/264/2012-IR (CM-II) dt. 05/03/2013. The dispute under reference relates to:

अनुसूची

“क्या श्रम संघ कोल माइन्स इंजीनियरिंग वर्कर्स एसोसियेशन जिला छिदवाडा प्रबंधतंत्र, मुख्य महाप्रबंधक, वेस्टर्न कोलफील्ड्स लिमिटेड, कन्हान क्षेत्र पोस्ट डुंगरिया जिला छिदवाडा मंत्रालय के प्रबंधन से मृतक कर्मकार श्री अमरुतिया आत्मज स्व० अमरलाल (ज० म०) डीपीआर अम्बाडा कालरी की मृत्यु दिनांक 01/06/2001 के पश्चात उनके आश्रित पुत्र श्री असादु को 18 वर्ष की आयु 01.05.2006 को पूर्ण होने पश्चात अनुकम्पा नियुक्ति प्रदान करने की मांग न्यायोचित है? यदि नहीं तो संबंधित श्रम संघ/कर्मकार किस अनुतोष का हकदार है?”

After receiving the reference, notices were send to the parties, which were served. The parties filed their respective statements of claim and defense.

Admitted between the parties in their pleadings are the facts that the Workman Amrutia died while under Employment of Management on 09.06.2001, he was survived by his Widow Smt. Premavti, son Asadu and three Daughters. Also not disputed between the parties are the facts that the Widow of the Workman requested for Compassionate Appointment of Son Asadu who was minor at that time being about 13 years hence, he could not be considered for compassionate appointment as per rules. The Management informed the Widow that claim of Asadu has been registered in the Live Register maintained by Management with respect to candidates to be considered for Compassionate Appointment and his case will be considered after Asadu attaining age of 18 years. This information was served on the Widow of the deceased Workman vide letter of the Superintendent Mines dated 05/02/2002. It is the case of the applicants that after attaining 18 years of age, the Widow of the deceased Workman requested for Compassionate Appointment of Son Asadu, vide her communication to Management dated 18/01/2006 addressed to Mines Manager and vide Remainders dated 08/09/2006 and 19/09/2006. Further, according to the Applicants, Management informed them vide their communication dated 07/04/2007, 05/06/2007, and 19/02/2008 informing the Widow that her case was pending before Senior Management and decision in this respect would be informed after it is taken. It is further the case of the applicants that Management refused to offer Compassionate Appointment to Asadu on the ground that there was a difference in his date of birth which was 10/05/1987 in the Educational Records of the Asadu and 10/05/1988 in the Service Records of the Workman. According to the applicant side, this action of Management is arbitrary, illegal and unjust. Applicants side has thus prayed that, Asadu is entitled to Compassionate Appointment as per rules after he attained age of 18 years on 01/05/2006, Management be directed accordingly.

Management, in their pleadings, has taken a case that Compassionate Appointment to Asadu was not considered because his Educational Records showed his date of birth 10.05.1988; whereas his date of birth declared by the Deceased Workman in his Service Records was 10.05.1987. Another ground taken by Management for refusing of Compassionate Appointment is that the Workman died in year 2000, whereas the Compassionate Appointment was sought in 2006 which was delayed. Further, according to Management the Widow of the Deceased Workman was not granted any Monetary Compensation on death of her husband due to discrepancy with respect to her age in different records maintained by Management. According to Management, her age was mentioned 35 years as on 13.06.1987 in the service records of the Workman. It was mentioned 40 years as on 28.09.1998 in the LTC and it was 49 years mentioned in the Certificate of Dependants issued by the Gram Panchayat on 06.07.2001.

In evidence, the applicant side has filed copy of service excerpts of the deceased Workman, Death Certificate, letter of Superintendant Mines to Manager Personnel dated 22.07.2001, Office order dated 05.02.2002. Application filed by Widow of the Deceased Workman was 18.01.2006 before Mines Manager informing him that her dependant Son Asadu has not completed 18 years and he will be given a Compassionate Appointment after he attains the age of 18 years. Remainder dated 19.09.2006, 02.11.2009 and 22.02.2011 sent by the Widow of Deceased to Management which are Exhibit W-6 to W-8. School Certificate, Mark-sheet which are Exhibit W-9 and W-10. Letter of Mines Manager 08.09.2006 sent to the Widow informing her that her matter has been referred to Headquarter and another letter of Mines Superintendent dated 07.04.2007 informing the Widow about status of her representation, another letter of Management dated 15.06.2007 and 19.02.2008 informing the Widow about the status of her Application which are Exhibit W-13 and W-14 as well another Letter of Management dated 19.01.2009 sent to the Widow regarding status of her application which is Exhibit-15. The applicant's side has also filed Affidavits of the Widow and Asadu as their examination-in-chief. They have been cross-examined by Management.

The Management has filed affidavit of its Manager Yogendra Kumar Singh as his examination-in-chief, it is filed and proved. The original first application of the Widow filed by her before the Management on 07.07.2001 seeking Compassionate Appointment of her Son. Letter of Management dated 25.07.2001 informing the Widow that name of her Son has been recorded in the Live Register and he will be offered Compassionate Appointment after he attains 18 years of age, also informing the Widow that till Asadu attains 18 years of age, she may seek Monetary Compensation as per rules. Another Letter of Management sent to the Deputy Chief Medical Officer on 31.12.2002 which shows that the Widow has been sanctioned Monetary Compensation on Monthly basis from 01.08.2001 and her case has been referred to the Age Determination Committee for determination of her age due to discrepancy (as mentioned earlier) in different documents available with the Management.

I have heard argument of Learned Counsel for Applicant Shri Praveen Yadav and Learned Counsel for Management Shri Neeraj Kevat. Applicant side has filed written submissions also which is part of record. I have gone through the record in the light of oral and written submissions.

On perusal of record in the light of rival arguments, the issue which arises for determination is as follows:

1. **Whether, the action of Management in refusing Compassionate Appointment to the dependant son Asadu, only on the ground of discrepancy regarding his date of birth in the service record of the deceased Workman and educational qualification records of son Asadu is justified in law?**
2. **Whether, the action of Management in not granting Monetary benefit to the Widow of the Workman only on the ground of discrepancy regarding her age in different documents is justified in law?**

Since, these two issues are interrelated, they are been taken together.

Clause 9.3.0, 9.4.0 and 9.5.0 of National Coal Wage agreement are being reproduced as follows:-

9.3.0., 9.4.0 & 9.5.0 Provision of Employment/payment of monthly monetary compensation to Dependant.

- (i) **The Clauses 9.3.0, 9.4.0 & 9.5.0 of NCWA-VI will be operative in NCWA-VIII till a revised scheme is jointly prepared keeping in view the various verdict of Hon'ble Supreme Court at the earliest.**
- (ii) **A Sub-committee of JBCCI will formulate a scheme keeping in view various directives of Supreme Court on the subject within three months of signing of the Agreement.**
- (iii) **Meanwhile provision of employment as mentioned at (i) above, shall be on basic wage of Cat-I as trainee for a period of 6 months. During the training period they will have the status of permanent employee. On completion of training they shall be regularized as Cat-I employee. However, those dependants in possession of Technical/professional qualification will be considered for appointment in higher category, keeping in view their qualification, suitability and vacancy.**

- (iv) **The monthly monetary compensation payable to the female dependant in case of death either in mine accident or for other reasons or medical unfitness of the employee shall be @ Rs.6000/- with effect from 1.5.2008.**
- (v) **In case of death either in mine accident or due to other reasons or medical unfitness, if no employment has been offered and the male dependant of the concerned worker is 12 years and above in age, he will be kept on a live roster and would be provided employment commensurate with his skill and when he attains the age of 18 years. During the period the male dependant is on live roster, the female dependant will be paid monetary compensation as given in (iv) above.**

A perusal of the provisions referred to above clearly reflects that in case of death of a Workman while in Service in Mines due to accident or other reasons, compassionate appointment will be offered to his male dependant and that if no employment has been offered and a male dependant is of 12 years and above in age, he will be kept on Live Roaster and will be provided employment under compassionate commensurate with his qualifications when he attains age of 18 years. Also that, during this period of male dependant being on Life Roaster, the widow of deceased workman shall be paid monetary compensation. It implies that for being registered in the Live Register also, the age of the male dependant son should be more than 12 years or above. The Workman admittedly died on 01.06.2001. Whatever we take the date of the birth of Asadu, on the basis of both the dates of births, his age on death of his father on 01.06.2001 comes more than 12 years. Hence, irrespective of discrepancy of his date of birth he was undoubtedly eligible to be registered into the Live Register maintained for Compassionate Appointment with respect to such cases.

The first ground taken by Management for refusal of Compassionate Appointment is not the financial Condition of the family nor is it educational qualification of claimant or non availability of post. The only ground taken is discrepancy with respect to dates of birth of Asadu(claimant) which is 10.05.1987 in service record of the Workman and 10.05.1988 in Educational Certificates of Asadu. According, to the Rules above mentioned, for submission of prayer after a claimant whose name is in the Live Register/Roaster for appointment after he attains 18 years of age, no time limit is provided. So, the first application of the Widow filed by her before the Management after Asadu became 18 years of age according to her cannot be held barred by any limitation because no such limitation is provided in the rules. On facts also, there is no delay on the part of the widow as she put her claim just after death of the workman, her husband and just after her son Asadu attained 18 years of age

Also it is established that the for offering Compassionate Appointment, the Educational Qualification records will be more reliable as compared to declaration made by father with respect to date of birth of his son in his service record made. Management has always an option to get the age/date of birth of a person who has been proposed appointment decided as per Rules. Management did not adopt this procedure. **Hence, action of Management in refusing Compassionate Appointment to Asadu only on the ground of discrepancy regarding date of his birth as mentioned above is held nothing short of illegal, arbitrary and unjust.**

The second ground taken by Management is that death occurred in 2001 and claim for Compassionate Appointment was put in 2006 this is a base row ground. The Rules mentioned above, itself provide that in case complainant is less than 18 years but more than 12 years, his claim shall be registered in the Life Roaster and he will be offered Compassionate Appointment after he attains 18 years of age, **hence refusal of Compassionate Appointment to Asadu on this ground is also held arbitrary, illegal and unjust.**

As regards, the claim of Monetary Compensation, to the Widow of the deceased Workman, she is held entitled to Monetary Compensation from the date of death of the Deceased Workman till date of appointment of Asadu on compassionate basis or she attains age of 60, years whichever is earlier, on the rates prevalent time to time. As regards discrepancy with respect to her age as claimed by Management, **LL.76** is not applicable in her case because she is not an employee of Management at the time she put her claim. Secondly, to Documents Service Records of the Workman in which age of his wife (now his Widow) is mentioned as 35 years in 1987 and 49 years in the Certificate issued by Panchayat 2001 corresponds to the age shown in service records. Her age mentioned in the LTC document of deceased Workman is liable to be ignored.

On the basis of above discussion the Widow of the deceased Workman is held entitled to Monetary Compensation on rates prevalent from time to time from date of death of her husband till date of appointment of Asadu on compassionate basis or she attains age of 60 years, whichever is earlier, on the rates prevalent time to time and also held entitled to interest @ of 10% per annum on this amount.

Further, Asadu is held entitled to employment on Compassionate basis which is commensurate to his educational qualification and suitability within 60 days from the date of publication of Award. The applicants are also held entitled to litigation cost Rs. 50,000/- from Management to be paid to him within 60 days from the date of publication of Award failing with interest @ 10% per annum.

Reference stands answered accordingly.

DATE:- 02/01/2025

P. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 27 जनवरी, 2025

का.आ. 145.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डब्ल्यू.सी.एल.के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में दलित; लज्जित वक्ता कफ़ेड वफ़ेकडि.क- सह -जे ल; क; क्य; , जबलपुर के पंचाट (एलसी- आर/64/2016,32/2016,69/2016, आर-70/2016) को प्रकाशित करती है, जो केन्द्रीय सरकार को 09@01@2025 को प्राप्त हुआ था।

[सं. एल-22012/26/2016-vkb\vkj - (सी.एम-II)]

[सं. एल-22012/16/2014-vkb\vkj - (सी.एम-II)]

[सं. एल-22012/45/2016-vkb\vkj - (सी.एम-II)]

[सं. एल-22012/46/2016-vkb\vkj - (सी.एम-II)]

मणिकंदन.एन, उप निदेशक

New Delhi, the 27th January, 2025

S.O. 145.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Reference. LC/R/64/2016,32/2016,69/2016,R-70/2016) of the **Central Government Industrial Tribunal-cum-Labour Court, Jabalpur** as shown in the Annexure, in the industrial dispute between the Management of **W.C.L.**, and their workmen, received by the Central Government on **09/01/2025**.

[F. No. L-22012/26/2016 – IR (CM-II)]

[F. No. L-22012/16/2014 – IR (CM-II)]

[F. No. L-22012/45/2016 – IR (CM-II)]

[F. No. L-22012/46/2016 – IR (CM-II)]

MANIKANDAN. N, Dy. Director

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, JABALPUR

Present: P.K.Srivastava

H.J.S..(Retd)

1. No. CGIT/LC/R/64/2016

Md. Naseem Siddiqui,
Zonal Mahamantri,
Coal Mines Engg. Workers Association,
Ward No. 10, Gudhi, Palachauri
Chhindwara (MP) - 480449

Vs

The Regional General Manager,
Western Coalfields Limited,
Pench Area, Po : Parasia,
Distt. Chhindwara(MP)- 480441

.....Leading Case

2. No. CGIT/LC/R/32/2016

Zonal Mahamantri,
Coal Mines Engineering Workers Association,
Ward No. 10, Gudi, PO : Palachauri
Distt. Chhindwara (MP)

Vs

The Chief General Manager,
Western Coalfields Limited,
Kanhana Area,
Dungaria PO: Dungaria
Distt. Chhindwara (MP)

3. No. CGIT/LC/R/69/2016

Mohd. Naseem Siddki,
Zonal Mahamantri,
Coal Mines Engg. Workers Association
Ward No.10, Guddi, Palachouri.
Distt. Chhindwara(MP)

Vs

The Area General Manager,
Western Coalfields Limited,
Kanhana Area, Post Dungaria Teh. Junardev,
Distt. Chhindwara(MP)

4. No. CGIT/LC/R/70/2016

Mohd. Naseem Siddki,
Zonal Mahamantri,
Coal Mines Engg. Workers Association
Ward No.10, Guddi, Palachouri.
Distt. Chhindwara (MP)

Vs

The Area General Manager,
Western Coalfields Limited,
Kanhana Area, Post Dungaria Teh. Junardev,
Distt. Chhindwara (MP)

(JUDGMENT)(Passed on this 5th day of December-2024)1. In the case NO. CGIT/LC/R/64/2016

As per letter dated 09/06/2016 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section-10 of Industrial Disputes Act, 1947 (in short the 'Act') as per Notification No. L-22012/26/2016 – IR (CM-II) dt. 09/06/2016. The dispute under reference relates to:

“क्या क्षेत्रीय महाप्रबंधक, वेस्टर्न कोलफील्ड्स लिमिटेड, पेंच क्षेत्र, पोस्ट परासिया, जिला छिंदवाड़ा (मध्य प्रदेश) द्वारा एनसीडब्ल्यूए - II के प्रावधान 10.4.4 व एनसीडब्ल्यूए - III के प्रावधान 9.4.4 के अनुसार दिनांक 30.09.2011 को सेवानिवृत्त हुए पूर्व कामगार श्री सुरेश कुमार पिता सीताराम के आश्रित पुत्र श्री आशीष कुमार को रोजगार न देना न्यायसंगत है? यदि नहीं तो पूर्व कामगार क्या अनुतोष पाने का अधिकारी है?

2. In the case NO. CGIT/LC/R/32/2016

As per letter dated 02/03/2016 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section-10 of Industrial Disputes Act, 1947 (in short the 'Act') as per Notification No. L-22012/16/2014 - IR (CM-II) dt. 02/03/2016. The dispute under reference relates to:

"Whether the action of the Manager, WCL, Ambara Colliery, Kanhan Area, PO: Ambara, Distt. Chhindwara (MP) in denying employment to Shri Reefak Ahmed dependent son of Shri Sher Mohammad, ex-employee who retired from service w.e.f. 30.06.2008 under the provisions of 10.4.4 of NCWA II and provisions of 9.4.4 of NCWA III is justified? If not, to what relief the ex-workman is entitled to?"

3. In the case NO. CGIT/LC/R/69/2016

As per letter dated 08/08/2016 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section-10 of Industrial Disputes Act, 1947 (in short the 'Act') as per Notification No. L-22012/45/2016 – IR (CM-II) dt. 08/08/2016. The dispute under reference relates to:

"क्या क्षेत्रीय महाप्रबंधक, वेस्टर्न कोलफील्ड्स लिमिटेड, कन्हान क्षेत्र, पोस्ट डंगरिया, तहल जुन्नारदेव, जिला छिंदवाडा (मध्य प्रदेश) द्वारा एनसीडब्ल्यू - II के प्रावधान 10.4.4 व एनसीडब्ल्यू - III के प्रावधान 9.4.4 के अनुसार दिनांक 30.06.2012 को सेवानिवृत्त हुए पूर्व कामगार श्री गजानंद पिता धुत्रीलाल मालवीय के आश्रित पुत्र श्री आयुष को रोजगार न देना न्यायसंगत है? यदि नहीं तो पूर्व कामगार क्या अनुतोष पाने का अधिकारी है?"

4. In the case NO. CGIT/LC/R/70/2016

As per letter dated 08/08/2016 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section-10 of Industrial Disputes Act, 1947 (in short the 'Act') as per Notification No. L-22012/46/2016 – IR (CM-II) dt. 08/08/2016. The dispute under reference relates to:

"क्या क्षेत्रीय महाप्रबंधक, वेस्टर्न कोलफील्ड्स लिमिटेड, कन्हान क्षेत्र, पोस्ट डंगरिया, तहल जुन्नारदेव, जिला छिंदवाडा (मध्य प्रदेश) द्वारा एनसीडब्ल्यू II के प्रावधान 10.4.4 व एनसीडब्ल्यू III के प्रावधान 9.4.4 के अनुसार दिनांक 30.06.2012 को सेवानिवृत्त हुए पूर्व कामगार श्री सुरेश कुमार पिता प्रहलाद राव पिता नत्थूराव, के आश्रित पुत्र श्री प्रवीण कोल्हे को रोजगार न देना न्यायसंगत है? यदि नहीं तो पूर्व कामगार क्या अनुतोष पाने का अधिकारी है?"

Notices were issued to the parties on the basis of the references received in these cases. They appeared and filed their respective statements of claim and defense.

In all these cases, it is admitted between parties that Father of the Applicants worked with the Management and Superannuated on different dates mentioned in the references. The applicants have sought for their Compassionate Appointment. The applicants have claimed appointment on compassionate basis consequent to superannuation of their Father as dependent Sons in the light of provisions of Clause 10.4.4 of National Coal Wage Agreement II (NCWA-II) and Clause 9.4.4 of National Coal Wage Agreement III (NCWA III).

The case of Management is that, the NCWA-II & NCWA-III which contain provisions for Compassionate Appointment to one dependent of an Employee of the Management consequent to his Superannuation was not in force at time of Superannuation of the Employees rather NCWA - IV to XI were in force which did not provide such an appointment. Hence, according to the Management, the claim of the applicants is not suitable.

Parties have adduced their respective evidences on their pleadings as mentioned above in each of the cases.

I have heard argument of the Union representative for Applicants and Learned Counsel for Management Mr. Neeraj Kewat in the cases and have gone through the record.

Since factual position as stated in pleadings is not disputed. There remains only a point of law whether the claim of the applicants for Compassionate Appointment is tenable in law or not.

Since, all these cases in facts are similar and one point is involved in all these cases, they are been disposed by a common judgment.

NCWA-II & III Clause 9.4.4 and 10.4.4 are being reproduced as follows:-

9.4.4- The scheme with respect to appointment of one dependent of an employee after his superannuation will continue.

Same is the provision in NCWA III.

9.3.0:- Provision of Employment to Dependents:

9.3.2:- Employment to one dependent of the worker who dies while in service. In so far as female dependents are concerned, their employment/payment of monetary compensation would be governed by para 9.5.0.

9.4.0:- Employment to one dependant of worker who id permanently disabled in his place:

(i) The disablement of the worker concerned should arise from injury or disease, be of a permanent nature resulting into loss of employment and it should be so certified by the Coal Company concerned.

- (ii) *In case of disablement arising out of general physical disability so certified by the Coal company, the employee concerned will be eligible for the benefits under this clause if he/she is up to the age of 58 years.*

The term general physical disability would mean deficiency of a workman due to any disease of other health reasons leading to his/her disablement to perform his/her duties regularly and/or efficiently.

- (iii) *The dependent for this purpose means the wife/husband as the case may be unmarried daughter, son and legally adopted son. If no such direct dependent is available for employment, brother, widowed daughter/widowed daughter in law or son in law residing with the employee and almost wholly dependent on the earning of the employee may be considered.*

In so far as female dependents are concerned, their employment would be governed by the provisions of clause 9.5.8

- (iv) *The dependents to be considered for employment should be physically fit and suitable for employment and aged more than 35 years provided that the age limit in case of employment of female spouse would be 45 years as given in Clause 9.5.8. In so far as male spouse is concerned, there would be no age limit regarding provision of employment.*

9.5.0:- *Employment/Monetary compensation to female dependent Provision of employment/monetary compensation to female dependents of workmen who dies while in service and who are declared medically unfit as per Clause 9.4.0 above would be regulated as under:*

- (i) *In case of death due to mine accident, the female dependent would have the option to either accept the monetary compensation of Rs.4000/- per month or employment irrespective of her age.*
- (ii) *In case of death total permanent disablement due to cause other than mine accident and medical unfitness under Clause 9.4.8, if the female dependent is below the age of 45 years she will have the option either to accept the monetary compensation of Rs.3,900/- per month or employment.*

In case the female dependent is above 45 years of age she will be entitled only to monetary compensation and not to employment.

- (iii) *In case of death either in mine accident or for other reasons or medical unfitness under Clause 9.4.0 if not employment has been offered and the make dependent of the concerned worker is 12 years and above in age, he will be kept on a live roster and would be provided employment commensurate with his skill and qualifications when he attains the age of 18 years. During the period the make dependent is on live roster, the female dependent will be paid monetary compensation as per rates at paras (i) & (ii) above. This will be effective from 1-1-2000.*

- (iv) *Monetary compensation wherever applicable would be paid till the female dependent attains the age of 60 years.*

- (v) *The existing rate of monetary compensation will continue. The matter will be further discussed in the Standardization Committee and finalized.*

Perusal of NCWA-IV to NCWA-XI reveals that there is no such provision for appointment of one dependant an Employee who is superannuated on compassionate ground.

This is also established that the NCWA-III & NCWA-IV were substituted by law NCWA and it was NCWA VII & IX which were in force at the time of Superannuation of the Workmen in these cases.

Hence, naturally since the NCWA-II & NCWA-III on the basis of which the claim of Compassionate Appointment has been raised in these cases will not benefit the Applicants because it was not enforce at the time of Superannuation of their Employees.

Thus, holding the claim of the applicants in the reference not tenable in law, the reference deserves to be answered against the Applicants as follows.

AWARD

Holding the claim of the applicants of cases R/64/2016, R/32/2016, R/69/2016, R/70/2016 are not tenable in law, the action of Management of WCL in denying appointment to the applicants on the ground of being the dependent son of the Workman on his superannuation is held justified in law. The applicants are held entitled to no benefits.

No order as to cost.

Copy of this award be placed in on the file of all the Cases.

DATE:- 05/12/2024

P.K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 27 जनवरी, 2025

का.आ. 146.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एस.ई.सी.एल.के प्रबंधन के संबंधित के संबद्ध नियोजको और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में दलित; l j dkj vks| kfxd vf/kdj .k - सह - Je l; k; ky; , जबलपुर के पंचाट (एलसी-146/2012) को प्रकाशित करती है, जो केन्द्रीय सरकार को 09@01@2025 को प्राप्त हुआ था।

[सं. एल-22012/195/2012-आई आर (सीएम-II)]

मणिकंदन.एन, उप निदेशक

New Delhi, the 27th January, 2025

S.O. 146.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (**Reference. LC/146/2012**) of the **Central Government Industrial Tribunal-cum-Labour Court, Jabalpur** as shown in the Annexure, in the industrial dispute between the Management of S.E.C.L., and their workmen, received by the Central Government on **09/01/2025**

[No. L-22012/195/2012-IR(CM-II)]

MANIKANDAN. N, Dy. Director

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, JABALPUR

NO. CGIT/LC/146/2012

Present: P.K.Srivastava

H.J.S..(Retd)

The General Secretary,

Koyla Mazdoor Sabha (HMS),

Qtr. No-M/91, Vikas Nagar, PO-Kusmunda,

Distt. - Korba, Chattisgarh

Workman

Vs

1. The General Manger,
SECL, Kusmunda Area,
PO :- Kusmunda,
Distt. - Korba, Chattisgarh

2. General Manager (M),
SECL, Kusmunda Project,
Post - Kusmunda,
District - Korba, Chattisgarh

Management

(JUDGMENT)

(Passed on this 26th day of November-2024)

As per letter dated 30/11/2012 by the Government of India, Ministry of Labour, New Delhi, the reference is made to this Tribunal under Section-10 of Industrial Disputes Act, 1947 (in short the 'Act') as per Notification No. L-22012/195/2012-IR (CM-II) dt. 30/11/2012. The dispute under reference relates to:

"Whether the action of the management of (i) the General Manager, SECL Kusmunda Area, Post - Kusmunda, Dist. - Korba (CG) and (ii) the General Manager (M), SECL Kusmunda Project, Post - Kusmunda, Dist. - Korba (CG) in not correction the date of birth as well as the date of appointment of Shri Nirmal Das, Chief Cashier (i) as mentioned in service sheet & CMPF records as 01.05.1957 and 30.04.1977 (ii) on the basis of the Matriculation Certificate as per I.I. No. 76 of NCWA was legal, proper and justified? What relief the said workman is entitled to and from what date?"

After registering case on the basis of reference, notices were issued to parties. They appeared and filed their respective statements of claim and defense.

Case of the workman, as stated by him in his statement of claim, is mainly that he had completed his High School Examination in 1976 and was registered with Employment Exchange Korba, on 15/07/1976 with registration No. 10190/76. He was sponsored by the Employment Exchange and was appointed as a Casual PR Loader on 30/04/1977 at Banki Colliery under Management, has submitted his High School Certificate in which his date of birth was recorded as 01/05/1957. His identity card was prepared, mentioning his age as 20 years in 1977 which corresponds to his actual date of birth 01/05/1957 in his Mandatory Initial Medical Examination under Rule-29 BA-II of Mines Rules 1955, as date of Birth 01/05/1957 was entered into at the time of preparation of Form B Register, prepared at time of entry in service on 30/04/1977. His date of birth was recorded 01/05/1957, in the service excerpts issued by Management on 30/09/1987, his same date of birth 01/05/1957 and date of joining 30/04/1977 was recorded. Management prepared his new identity card in 1992 mentioning his date of birth 08/05/1953 and date of joining 01/04/1981 respectively. Since then, he has been approaching Management to correct his date of birth, but no action was taken by Management. Later, Management issued Superannuation notice dated 24/12/2012 superannuated him on 31/05/2013 on attaining age of 60 years on the basis of his wrongly recorded date of birth 08/05/2013 and was superannuated from service on 31/05/2013. It is further the case of Workman that, the action of Management in changing his date of birth from 01/05/1957 to 08/05/1953 is in violation of **Implementation Instructions 76 (I.I. 76)**, hence is arbitrary. Accordingly, action of Management superannuated him on basis of his date of birth wrongly changed by Management is also arbitrary. The Workman has thus sought the relief of his reinstatement with back-wages and benefits pre & post retrial, holding the action of Management in superannuating him on his changed date of birth against law.

The case of Management, as taken in its statement of defense, is mainly that firstly the Workman has raised this dispute at the vague end of his service that is just before his Superannuation. According to Management, the Workman was initially appointed and regularised in service on 01/04/1981 as General Mazdoor in Banki Colliery of Korba Area, he had declared his date of birth as 08/05/1953 at the time of his first appointment which was recorded in the Form B Register, duly engaged by the Workman by putting his signature on the Form. In other registers also, his same date of birth was recorded. According to Management, the Workman was transferred from Banki Colliery to Kasmunda Project and in Kasmunda Project. He declared his date of birth as 01/05/1957 for the first time but did produce any documents to support. Management recorded the date of birth 01/05/1957 declared by him. Subject to verification from Banki Project and it was on verification found that his date of Birth was recorded as 08/05/1953 in Form B maintained at Banki Project from where he was transferred to Kasmunda. The entry was corrected. According to Management, Medical Examination is not for asserting the age of the Workman, rather it is for asserting fitness of the Workman to work under the mines. Also, it is the case of Management that since then the Workman never raised any dispute regarding his dates of birth rather has raised dispute just before few months from his superannuation. Hence, his claim is barred by unexplained delay and latches on his part. Management has thus requested that the reference to be answered against the Workman.

In evidence, the Workman has filed and proved Exhibit W-1 to W-4 which are his application to Labour Commissioner raising dispute, reply of Management, rejoinder by Management and report of failure and conciliation. Exhibit W-7, W-8 are copies of High School Certificate and Mark-sheet. Exhibit W-5 is notice of Superannuation and W-6 is Copy of **I.I. 76**, Exhibit W-9 is Copy of Service Exhibits of Workman issued by Management in 1987. The Workman has filed his affidavit as his examination-in-chief; he has been cross-examined by Management.

Management has filed and proved copy of Form B of the Workman in Kasmunda Project. Copy of Service Register, Copy of Form B in Banki Project which are Exhibit M-1 to M-3 respectively. Management has further filed affidavit of his witness as his examination-in-chief which has been cross-examined by Workman side. The Workman has also filed and proved copies of his representation to Management in 2007, 2009, 2010 which are Exhibit-10 (1 to 2), 10 (3).

None was present at the time of argument, no written arguments has been field by any of the parties. I have gone through the record.

The reference itself is the issue for determination in the case in hand

Both the sides have corroborated their case in their statements. According to the Workman he was first appointed in 1977 were as according to the Management he was first appointed in 1981. Management has filed photocopy of Form B of Banka Sub-area where the Workman first joined. The date of birth of the Workman is recorded 08/05/1953 and date of his employment is recorded as 01/04/1981 in this document which is Exhibit M-3. The entry in the Service Register, Exhibit M-2 supports these entries. The case of the Workman is that in Banki sub-area his date of birth as 01/05/1957 was recorded in Form B. The Workman has neither filed nor proved such Form B of Banki Area as claimed by him. The Copy of Form B of Banki sub-area filed by Management and proved; goes against the case of Workman. The stand of the Workman is that after correctly recording his date of birth in Form B, it was recorded wrongly by Management without any order. According to Management, the date of birth was correct in

Form B maintained at Kusmunda sub-area where the Workman joined on transfer from Banki sub-area on the basis of information received by way of Form B maintained in Banki sub-area where the Workman has first joined.

According to I.I. 76 in case of Matriculated Workman, the date of birth recorded in Matriculation Certificate will be taken to be final in case of dispute in his age.

IMPLEMENTATION INSTRUCTION NO. 76

PROCEDURE FOR DETERMINATION/ VERIFICATION OF AGE OF EMPLOYEES

(A) Determination of the age at the time of appointment

(i) Matriculates.

In the case of appointees who have passed Matriculation or equivalent examinations, the date of birth recorded in the said certificate shall be treated as correct date of birth and the same will not be altered under any circumstances.

Case of Management is that the Workman raised dispute just few months before his superannuation whereas the Workman has stated that he has been raising this dispute since before when he came to know about the discrepancy. He has filed and proved Exhibit W-10(1) to W-10(3) which are different representations filed by him seeking correction in date of birth. Hence, the case of Management that dispute was raised at the end of his service by the Workman does not hold water. Rather from evidence as mentioned above, it is proved that the Workman did agitate against the wrong entry recording his date of birth much before the date of his superannuation. The Workman has filed and proved a photocopy of service exhibits issued by Management in 1987, to the Workman which is exhibit W-9. In this document his date of birth is recorded as 01/05/1957. This document contains signature of the Welfare Officer. The date of preparation of this document is not mentioned but since there is a signature of Personnel Officer of Management on 02/02/1993, it implies that this document was served on the Workman after 02.02.1993. Since there is no discrepancy regarding date of his birth in this document, the Workman did not have any occasion to represent for correction of his date of birth on basis of this document. It appears that the date of birth of the Workman was changed at any time after 02/02/1993 by Management in its records.

Since, it is proved from record that, the Management filed different representations as different times as mentioned above rising dispute regarding date of his birth, it was in competent on Management to address the grievances mentioned in his representations and fix the dispute in the light of I.I. 76 which is for determination of age disputes of the Workman. As referred in I.I. 76 in case of matriculated Workman, the date of birth recorded in the Matriculation Certificate will be taken to be final, keeping in view the fact that the Matriculation Certificate is of 1976 that is before the Workman entered in service of Management for the first time, and there is nothing on record to show that this Matriculation is not genuine. Also keeping in view the fact that in the 1987 document which are service records of the Workman Exhibit W-9 the fact that the Workman is matriculated is mentioned, it was incumbent on Management to correct his date of birth on the basis of his Matriculation Certificate. **The action of Management in not correcting the date of birth of the workman Nirmal Das in the light of his matriculation certificate, the Management is acted in violation of Clause 5 of I.I. 76. Hence, this action of Management is held arbitrary and unjust in law.**

In consequence, the action of Management in superannuating the Workman on the basis of his date of birth 08/05/1953 is held against law. **Consequently, the workman is held entitled to be deemed in service till the date of his superannuation based on his Matriculation Certificate which is 01/05/1957 and also held entitled to back-wages as well the in service and post retrial benefits.**

The reference is answered accordingly.

No order as to cost.

DATE:- 26/11/2024

P.K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 27 जनवरी, 2025

का.आ. 147.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एस.ई.सी.एल.के प्रबंधन के संबद्ध नियोजको और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में **सह - Je ll; k; ky; , जबलपुर के पंचाट(एलसी-30/2016) को प्रकाशित करती है, जो केन्द्रीय सरकार को 09@01@2025 को प्राप्त हुआ था।**

[सं. एल-22012/129/2011-आई आर (सीएम-II)]

मणिकंदन.एन, उप निदेशक

New Delhi, the 27th January, 2025

S.O. 147.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (**Reference.LC/30/2016**) of the **Central Government Industrial Tribunal-cum-Labour Court, Jabalpur** as shown in the Annexure, in the industrial dispute between the Management of **S.E.C.L.**, and their workmen, received by the Central Government on **09/01/2025**

[No. L-22012/129/2011-IR(CM-II)]

MANIKANDAN. N, Dy. Director

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, JABALPUR

NO. CGIT/LC/R/30/2016

Present: P.K.Srivastava

H.J.S..(Retd)

1. **Shri Sudama, S/O Shri Ramvachan**
R/O Ekta Nagar, Post: Khongapani,
PS: South Jhagrakhand,
Distt. Korea (C.G.)- 497446
2. **Shri Amar Vishvas, S/O Late N. Vishvas**
R/O LCH Qtr. NO. 9,
PS: South Jhagrakhand,
Distt. Korea(C.G.) – 497446
3. **Shri Rajendra Prasad, S/O Late Ramparikhan**
Qtr. No. 124, Bisim Colony
Vill. & Post: Khongapani,
PS: South Jhagrakhand,
Distt. Korea (C.G.) - 497446

Workman

Vs

The General Manger,
South Eastern Coalfields Ltd.,
Hasdeo Area,
P.O. South Jhagrakhand,
Distt. – Korea (C.G.)-497446

Management

(JUDGMENT)

(Passed on this 26th day of December-2024)

As per letter dated **26/02/2016** by the Government of India, Ministry of Labour, New Delhi, the reference is made to this Tribunal under Section-10 of Industrial Disputes Act, 1947 (in short the 'Act') as per Notification No. **L-22012/129/2011-IR (CM-II)** dt. **26/02/2016**. The dispute under reference relates to:

“Whether the action of the General Manager of Hasdeo Area of SECL in not regularizing Category-I Mazdoor in the post of Security Guard working since last 18 years w.e.f. 1997 in respect of Shri Sudama and legal heirs of Late Rajendra Prasad and Late Amar Vishvas to the post of Security Guard and not protecting their wages as per with that of the regular Security Personnel is proper, legal and justified? If not, what relief Shri Sudama and legal heirs of late Rajendra Prasad and late Amar Vishvas are entitled to?”

After registering case on the basis of reference, notices were issued to parties. They appeared and filed their respective statements of claim and defense.

Case of the workmen, is mainly that these three applicant workmen were initially appointed as General Mazdoor in the Hasdeo Area of Management of SECL and were placed at different times to work in the Security Establishment of Management as Security Guard. **The applicant Rajendra Prasad** was initially appointed as Loader w.e.f. 18/08/1976 and was posted in the Security Department of Management as Security Guard on 09/07/1997. **The Second Workman, Sudama Prasad** was initially appointed as PR Tramar. He received injury on job and on his request on Medical Grounds, he was allotted Surface Light Duty and was posted in the Security Department of Management as Security Guard in 1995 vide order dated 26/10/1995. **The third applicant, Amar Vishvas** was initially appointed as General Mazdoor on 24/01/1975 and was allotted Surface Light Duty by way of his posting in Security Department as Security Guard and worked as Security Guard till his superannuation. According to these workmen, they worked as Security Guard for years till their death/superannuation but were not paid wages admissible to Security Guard nor were they made permanent also not regularized as Security Guard which is discriminatory and illegal on the part of Management. These workmen have prayed that they be held entitled to be regularized and to permanent status as Security Guard and also being held entitled to the Wages and in-service benefits admissible to the Security Guards.

Management has taken the case that, these three Workmen were appointed as a General Mazdoor and on their request they were attached with the Security Establishment on the same Grade/Scale/Post which they were earlier working as they had themselves opted for it for various reasons. According to Management, they were never appointed as Security Guards, they were General Mazdoors and given benefits admissible to the Cadre of General Mazdoors. It is further the case of Management that, the Security establishment is governed by a Separate Cadre that is scheme requiring separate eligibility criteria and considerations. The Management has thus prayed that the reference be answered against the Workman.

During pendency, the Workman No.2 Rajendra Prasad and No.3 Amar Vishvas died and their legal representatives were brought on record.

The Workmen side filed affidavits of its witness Ashish Vishvas, Amit Vishvas, Anoop Vishvas, Rajesh Kumar, Rakesh Kumar, Sudama out of which witness Sudama, Rakesh Kumar and Amit Vishvas of workmen side has filed and proved documents Exhibit W-1 to W-25, to be referred to as and when required. These documents are mainly relating to different office orders regarding their appointment, transfer and posting.

Management has filed affidavit of its witness Rajesh Kumar Chaudhary, Deputy Manager Security, who has been cross-examined by Workmen. Management has also filed and proved documents Exhibit M-1 to M-8 to be referred as and when required. These documents also are in relation to the appointment and transfer orders with respect to the applicant workmen.

I have heard argument of Learned Counsel for Workman Shri Arun Patel and Learned Senior Counsel Shri Anoop Nair assisted by Neeraj Kevat, Learned Counsel for Management and have gone through the record.

On perusal of record in the light of rival arguments, the main issued for determination which arises is as follows:

“Whether the applicant workmen were transferred and posted as Security Guard in the Service Establishment of Management.”

The pleadings of both the sides have been elaborated earlier on this issue. The Workman side witness have stated in their statement on oath that they were transferred from Underground Duty, where they were working as General Mazdoor to the Security Department of the Management and were posted as Security Guards. Management witness has stated that in fact they were not posted as Security Guard rather they were allotted Light Duty on Surface on their request due to various Medical and none-Medical reasons as detailed above, and were placed in the Security Establishment in the same capacity/crave which they were working earlier before their placement in the Security Establishment of Management.

The office orders field by the Workmen which are Exhibit W-1 to W-5 show that Workman Sudama was recommended Light Duty by Medical Officer hence, he was granted Surface Light Duty and was associated to report to the Junior Security Officer. The other two Workmen were also placed in the same way and in the same manner in the Security Establishment on their request. The other documents proved by Workmen as mentioned above also reflect the same facts. The documents filed by Management in this respect are also the same which show that these workmen were working as General Mazdoor in underground duty and they were attached to Security Establishment of the Management on their request for being granted Light Work on Surface in the same capacity/grade. None of these documents goes to show that they were appointed as Security Guards at any period of time as claimed by them. Hence, the claim of the Workmen that they were appointed as Security Guards is held not proved. On the basis of these findings, these workmen are held not entitled to the relief claimed.

In the light of above discussion and findings the reference is answered as follows.

AWARD

Holding the action of General Mazdoor Manager of Hasdeo Area of SECL in not regularizing and not protecting the wages of Category-I Applicant Workmen on the post of Security Guard is proper, legal and justified. The applicants are held entitled to no relief.

No order as to cost.

DATE:- 26/12/2024

P.K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 27 जनवरी, 2025

का.आ. 148.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार महाप्रबंधक और बिजनेस यूनिट प्रमुख, एनएसपीसीएल, राउरकेला, के प्रबंधन के संबद्ध नियोजकों और अध्यक्ष, एनएसपीसीएल श्रमिक संघ राउरकेला, के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, [Je U; k; ky;] भुवनेश्वर पंचाट (संदर्भ संख्या 33/2022) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 25/01/2025 को प्राप्त हुआ था।

[सं. एल-42011/280/2022-आई आर (डीयू)]

दिलीप कुमार, अवर सचिव

New Delhi, the 27th January, 2025

S.O. 148.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 33/2022) of the **Central Government Industrial Tribunal cum Labour-Bhubaneswar**, as shown in the Annexure, in the Industrial dispute between the employers in relation to **The General Manager & Business Unit Head, NSPCL, Rourkela, and The President, NSPCL Shramik Sangh Rourkela**, which was received along with soft copy of the award by the Central Government on 25/01/2025.

[No. L-42011/280/2022- IR (DU)]

DILIP KUMAR, Under Secy.

ANNEXURE**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT BHUBANESWAR**

Present:

Sri Dinesh Kumar Singh,
Presiding Officer, C.G.I.T.-cum-Labour Court,
Bhubaneswar.

INDUSTRIAL DISPUTE CASE NO. 33/2022

Date of Passing Order – 28th October 2024

Between:

The General Manager & Business Unit Head,
NSPCL, CPP – II, Administrative Building, RSP Complex,
Rourkela – 769 011.

... 1st Party-Management.

(And)

The President, NSPCL Shramik Sangh, D/81,
Sector – 18, Rourkela – 769 003.

... 2nd Party-Union.

Appearances:

None. ... For the 1st Party-Management.
None. ... For the 2nd Party-Union.

ORDER

In the present case, a reference was received from the Deputy Director to the Government of India, Ministry of Labour New Delhi vide order No. L-42011/280/2022 – IR(DU), dated 22.08.2022 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 for adjudication of a dispute, under the following schedule:-

“Whether the transfer of Shri Pabitra Kumar Behera, Asst. Grade-VI by the management of NTPC SAIL Power Company Limited (NSPCL), Rourkela from NSPCL, Rourkela to NSPCL, Durgapur, as raised by NSPCL Shramik Sangha Rourkela vide letter dated 24.06.2022, is proper, legal and justified? If not, to what relief the disputant is entitled to and what direction(s) if any is necessary in the matter?”

2. In the reference order, the Deputy Director, Ministry of Labour, New Delhi commanded the parties raising the dispute to file statement of claim, complete with relevant documents, list of reliance and witnesses with this Tribunal within 15 days of receipt of the reference order and to forward a copy of such statement of claim to each one of the opposite parties involved in the dispute.

3. Despite directions so given, no statement of claim is received from the 2nd party-Union.

4. On receipt of the above reference, notices were sent to the 2nd Party-Union on 05.12.2022 and on dated 24.11.2023 through Regd. Post for appearance and for filing of statement of claim. Neither the postal article sent to the 2nd Party-Union, referred to above, was received back nor was it observed by the Tribunal that postal services remained unserved in the period, referred to above. Therefore, every presumption lies in favour of the fact that the above notices were served upon the 2nd Party-Union. Despite service of the notice, the 2nd Party-Union opted to abstain away from the proceedings. No claim statement was filed on its behalf. Thus, it is clear that the 2nd Party-Union is not interested in adjudication of the reference on merits.

5. Since the 2nd Party-Union has neither filed statement of claim nor has led any evidence so as to prove its cause against the Management, it is presumed that there is no claim of workman against the Management.

6. In view of such, no claim Order is passed by this Tribunal.

7. Let this order be sent to the appropriate Government, as required under Section 17 of the Industrial Disputes Act, 1947, for publication.

Dictated & Corrected by me.

DINESH KUMAR SINGH, Presiding Officer

नई दिल्ली, 27 जनवरी, 2025

का.आ. 149.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार प्राचार्य, केन्द्रीय विद्यालय, गोलकुंडा, हैदराबाद; मैसर्स सिक्योरिटी ऑनलाइन, राजेंद्र नगर, हैदराबाद, के प्रबंधन के संबद्ध नियोजकों और श्रीमती यू. रूपाणाल, कामगार, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह-श्रम न्यायालय- हैदराबाद पंचाट (संदर्भ संख्या LC 09/2017) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 27.01.2025 को प्राप्त हुआ था।

[सं. एल-42011/115/2016-आई आर (डीयू)]

दिलीप कुमार, अवर सचिव

New Delhi, the 27th January, 2025

S.O. 149.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. ID. No. LC 09/2017) of the **Central Government Industrial Tribunal cum Labour Court– Hyderabad** as shown in the Annexure, in the Industrial dispute between the employers in relation to **The Principal, Kendriya Vidyalaya, Golconda, Hyderabad; M/s Security Online, Rajender Nagar, Hyderabad,, and Smt. U. Rooparanl, Smt. U. Rooparanl, Worker**, which was received along with soft copy of the award by the Central Government on 27.01.2025.

[No. L-42011/115/2016- IR (DU)]

DILIP KUMAR, Under Secy.

ANNEXURE**IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT AT HYDERABAD**

Present: - **Sri IRFAN QAMAR**

Presiding Officer

Dated the 3rd day of January, 2025

INDUSTRIAL DISPUTE No. 9/2017

Between:

Smt. U. Rooparani,
W/o U. Pandari Nath,
H.No. 13-3-652/16/A,
Bheem Nagar, Jiyaguda,
Asifnagar, Hyderabad-

.....Petitioner

AND

1. The Principal,
Kendriya Vidyalaya No. 1,
Langar House, Golconda,
Hyderabad-500008.
2. M/s Security Online,
Plot No. 40, New friends Colony,
Upperpally, Pillar No. 176,
Rajender Nagar, Hyderabad-500048.

... Respondents

Appearances:

For the Petitioner : Y. Ranjeeth Reddy, Advocate

For the Respondent: B. Narasimha Sharma & K. Ajay Kumar, Advocate of R2

AWARD

The Government of India, Ministry of Labour by its order No.L-42012/115/2016 (IR(DU) dated 27.03.2017 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of M/s. Kendriya Vidyalaya No. 1 and their workmen. The reference is,

SCHEDULE

“Whether the action of the management of Kendriya Vidyalaya No. 1, Langar House, Golconda, Hyderabad and the Contractor M/s Security Online, Rajender Nagar, Hyderabad in terminating the services of Smt. U. Roopa Rani is legal and justified ? If not, to what relief the workman is entitled to? ‘

The reference is numbered in this Tribunal as I.D. No 9/2017 and notices were issued to the parties concerned.

2. After filing claim statement Petitioner remained absent. Despite sufficient opportunity accorded to him, the Petitioner did not adduce any evidence to substantiate his claim. Perused the record. Since the Petitioner has not substantiated his claim by any evidence, therefore, a ‘No-claim’ award is passed.

Award is passed accordingly. Transmit.

Typed to my dictation by Shri Vinay Panghal, LDC corrected and signed by me on this the 3rd day of January, 2025.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the

Witnesses examined for the

Petitioner

Respondent

NIL

NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 27 जनवरी, 2025

का.आ. 150.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार निदेशक, राष्ट्रीय पोषण संस्थान, जमाई ओरमानिया, तरनाका, हैदराबाद, के प्रबंधतंत्र के संबद्ध नियोजकों और श्री पी. साईबाबा, कामगार, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह-श्रम न्यायालय- हैदराबाद पंचाट (संदर्भ संख्या LC 145/2013) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 27.01.2025 को प्राप्त हुआ था।

[सं. एल-42025-07-2025-36-आई आर (डीयू)]

दिलीप कुमार, अवर सचिव

New Delhi, the 27th January, 2025

S.O. 150.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. ID. No. LC 145/2013) of the **Central Government Industrial Tribunal cum Labour Court— Hyderabad** as shown in the Annexure, in the Industrial dispute between the employers in relation to **The Director, National Institute of Nutrition, Jamai Ormania, Tarnaka, Hyderabad, and Shri P. Saibaba, Worker**, which was received along with soft copy of the award by the Central Government on 27.01.2025.

[No. L-42025-07-2025-36- IR (DU)]

DILIP KUMAR, Under Secy.

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT AT HYDERABAD

Present: - **Sri IRFAN QAMAR**

Presiding Officer

Dated the 31st day of December, 2024

INDUSTRIAL DISPUTE LC No.145/2013

Between:

P. Saibaba, S/o Kondaiah,

Aged about 26 years,

Occ: Casual Labourer,

National Institute of Nutrition,

Jamai Osmania, Tarnaka,

Hyderabad.

.....Petitioner

AND

National Institute of Nutrition,

Rep by its Director,

Jamai Ormania, Tarnaka,

Hyderabad-07.

... Respondents

Appearances:

For the Petitioner: B. Pavan Kumar, Advocate

For the Respondent: Narasimha Sharma, Advocate of R1

Dr K K H M Syam Sundar, Advocate of R4

AWARD

Sri P. Saibaba, who worked as Contract Labourer (who will be referred to as the workman) has filed this petition under Sec. 2A(2) of the Industrial Disputes Act, 1947 against the Respondents to declare the so-called Contract invoked by the respondents as bogus, sham, ruse and camouflage only to deny the rightful benefits to the petitioners both in terms of payment of minimum wages and in terms of their eligibility for grant of regularization, while declaring the oral termination of the services of the petitioners as illegal, arbitrary and violative of Section 25-F of the Industrial Disputes Act and that their actions are unfair labour practices as defined under the I.D Act and Section 25-T, U and Schedule-V of the ID Act and as such consequently declare that the petitioner is the casual labourer of the respondent organization and the termination of the petitioner is bad in law, arbitrary and violative of Section 25-F of the ID Act and consequently declare that the petitioner is entitled for reinstatement with back wages and eligible for grant of regularization and be pleased to pass such other order or orders as this Hon'ble Tribunal may deem fit.

2. On the date fixed for Petitioner's evidence, Petitioner called absent. Despite providing sufficient opportunity Petitioner did not adduce any evidence to substantiate his claim. Therefore, a 'No claim' award is passed for want of evidence.

Award is passed accordingly. Transmit.

Typed to my dictation by Shri Vinay Panghal, LDC corrected and signed by me on this the 31st day of December, 2024.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the

Witnesses examined for the

Petitioner

Respondent

NIL

NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 27 जनवरी, 2025

का.आ. 151.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार निदेशक, राष्ट्रीय पोषण संस्थान, जमाई ओरमानिया, तरनाका, हैदराबाद, के प्रबंधन के संबद्ध नियोजकों और श्री टी. शिवशंकर, कामगार, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह-श्रम न्यायालय- हैदराबाद पंचाट (संदर्भ संख्या LC 146/2013) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 27.01.2025 को प्राप्त हुआ

[सं. एल-42025-07-2025-35-आई आर (डीयू)]

दिलीप कुमार, अवर सचिव

New Delhi, the 27th January, 2025

S.O. 151.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. ID. No. LC 146/2013) of the **Central Government Industrial Tribunal cum Labour Court- Hyderabad** as shown in the Annexure, in the Industrial dispute between the employers in relation to **The Director, National Institute of Nutrition, Jamai Ormania, Tarnaka, Hyderabad, and Shri T. Shivashankar, Worker**, which was received along with soft copy of the award by the Central Government on 27.01.2025.

[No. L-42025-07-2025-35- IR (DU)]

DILIP KUMAR, Under Secy.

ANNEXURE**IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT AT
HYDERABAD**Present: - **Sri IRFAN QAMAR**

Presiding Officer

Dated the 31st day of December, 2024**INDUSTRIAL DISPUTE LC No. 146/2013**

Between:

T. Shivashankar, S/o Siddiraju,

Aged about 30 years,

Occ: Casual Labourer,

National Institute of Nutrition,

Jamai Osmania, Tarnaka,

Hyderabad.

.....Petitioner

AND

National Institute of Nutrition,

Rep by its Director,

Jamai Ormania, Tarnaka,

Hyderabad-07.

... Respondents

Appearances:

For the Petitioner: T. Poorna Chanderr Rao, Advocate

For the Respondent: Narasimha Sharma, Advocate of R1

Dr K K H M Syam Sundar, Advocate of R4

AWARD

Sri T. Shivashankar, who worked as Contract Labourer (who will be referred to as the workman) has filed this petition under Sec. 2A(2) of the Industrial Disputes Act, 1947 against the Respondents to declare the so-called Contract invoked by the respondents as bogus, sham, ruse and camouflage only to deny the rightful benefits to the petitioners both in terms of payment of minimum wages and in terms of their eligibility for grant of regularization, while declaring the oral termination of the services of the petitioners as illegal, arbitrary and violative of Section 25-F of the Industrial Disputes Act and that their actions are unfair labour practices as defined under the I.D Act and Section 25-T, U and Schedule-V of the ID Act and as such consequently declare that the petitioner is the casual labourer of the respondent organization and the termination of the petitioner is bad in law, arbitrary and violative of Section 25-F of the ID Act and consequently declare that the petitioner is entitled for reinstatement with back wages and eligible for grant of regularization and be pleased to pass such other order or orders as this Hon'ble Tribunal may deem fit.

2. On the date fixed for Petitioner's evidence, Petitioner called absent. Despite providing sufficient opportunity Petitioner did not adduce any evidence to substantiate his claim. Therefore, a 'No claim' award is passed for want of evidence.

Award is passed accordingly. Transmit.

Typed to my dictation by Shri Vinay Panghal, LDC corrected and signed by me on this the 31st day of December, 2024.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the

Petitioner

NIL

Witnesses examined for the

Respondent

NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 27 जनवरी, 2025

का.आ. 152.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार निदेशक, राष्ट्रीय पोषण संस्थान, जमाई ओरमानिया, तरनाका, हैदराबाद, के प्रबंधन के संबद्ध नियोजकों और श्री जे. स्वामी, कामगार, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह-श्रम न्यायालय- हैदराबाद पंचाट (संदर्भ संख्या LC 148/2013) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 27.01.2025 को प्राप्त हुआ था।

[सं. एल-42025-07-2025-34-आई आर (डीयू)]

दिलीप कुमार, अवर सचिव

New Delhi, the 27th January, 2025

S.O. 152.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. ID. No. LC 148/2013) of the **Central Government Industrial Tribunal cum Labour Court— Hyderabad** as shown in the Annexure, in the Industrial dispute between the employers in relation to **The Director, National Institute of Nutrition, Jamai Ormania, Tarnaka, Hyderabad, and Shri J. Swamy, Worker**, which was received along with soft copy of the award by the Central Government on 27.01.2025.

[No. L-42025-07-2025-34- IR (DU)]

DILIP KUMAR, Under Secy.

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT AT HYDERABAD

Present: - **Sri IRFAN QAMAR**

Presiding Officer

Dated the 31st day of December, 2024

INDUSTRIAL DISPUTE LC No.148/2013

Between:

J. Swamy, S/o Late Narsaiah,

Aged about 55 years,

Occ: Casual Labourer,

National Institute of Nutrition,

Jamai Osmania, Tarnaka,

Hyderabad.

.....Petitioner

AND

National Institute of Nutrition,

Rep by its Director,

Jamai Ormania, Tarnaka,

Hyderabad-07.

... Respondents

Appearances:

For the Petitioner: T. Poornna Chanderr Rao, Advocate

For the Respondent: Narasimha Sharma, Advocate of R1

Dr K K H M Syam Sundar, Advocate of R4

AWARD

Sri J. Swamy, who worked as Contract Labourer (who will be referred to as the workman) has filed this petition under Sec. 2A(2) of the Industrial Disputes Act, 1947 against the Respondents to declare the so-called Contract invoked by the respondents as bogus, sham, ruse and camouflage only to deny the rightful benefits to the petitioners both in terms of payment of minimum wages and in terms of their eligibility for grant of regularization, while declaring the oral termination of the services of the petitioners as illegal, arbitrary and violative of Section 25-F of the Industrial Disputes Act and that their actions are unfair labour practices as defined under the I.D Act and Section 25-T, U and Schedule-V of the ID Act and as such consequently declare that the petitioner is the casual labourer of the respondent organization and the termination of the petitioner is bad in law, arbitrary and violative of Section 25-F of the ID Act and consequently declare that the petitioner is entitled for reinstatement with back wages and eligible for grant of regularization and be pleased to pass such other order or orders as this Hon'ble Tribunal may deem fit.

2. On the date fixed for Petitioner's evidence, Petitioner called absent. Despite providing sufficient opportunity Petitioner did not adduce any evidence to substantiate his claim. Therefore, a 'No claim' award is passed for want of evidence.

Award is passed accordingly. Transmit.

Typed to my dictation by Shri Vinay Panghal, LDC corrected and signed by me on this the 31st day of December, 2024.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the

Witnesses examined for the

Petitioner

Respondent

NIL

NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 28 जनवरी, 2025

का.आ. 153.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय खाद्य निगम के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में *दिल्ली, 1 जून, 2019 को दिल्ली के पंचाट (आई डी नम्बर 188/2019) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27/01/2025 को प्राप्त हुआ था।*

[सं. एल-22011/39/2019-आई. आर. (सी.एम-II)]

मणिकंदन.एन, उप निदेशक

New Delhi, the 28th January, 2025

S.O. 153.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (**ID No. 188/2019**) of the **Central Government Industrial Tribunal-cum-Labour Court N0.II, New Delhi** as shown in the Annexure, in the industrial dispute between the Management of **Food Corporation of India** and their workmen, received by the Central Government on **27/01/2025**.

[No. L-22011/39/2019 – IR (CM-II)]

MANIKANDAN. N, Dy. Director

ANNEXURE

BEFORE CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT NO-II, NEW DELHI

ID.No. 188/2019**The Vice-President,****FCI Handling Worker Union,****8651, Arakashan Road Phar Ganj, New Delhi-110055.****VERSUS**

The Area Manager,

Food Corporation of India,R.K. Tower, 3rd Floor, Pilibhit Bypass,

Bareilly, Uttar Pradesh-243001.

*Appearance**For claimants: None.**For respondent: Sh. Pankaj Kumar, Proxy counsel.***AWARD**

The appropriate Government has sent the reference refer dated 28.06.2019 to this tribunal for adjudication in the following words:

“Whether the action of the Area Manager, FCI, Bareilly is not implementing the order of gang formation issued in year 2014 and issued another order dated 2016 is fair and justified, if not, than what remedy lies with the Union and what other Directions are necessary with.”

After receiving the said reference, notice was issued to both the parties. Both the parties have appeared. Claimant has filed his claim statement, stating that he was Sh. Ram Ikbal Singh and Sh. Sunil Prasad Singh were sardars in the gangs formed by Divisional Manager, FCI in CB Ganj depot Bareilly, U.P. on 19.06.2004. The rival union challenged the action of Divisional Manager on the ground that gang formation was discriminatory and other senior workers are left out. The District Manager vide letter dated 24.06.2004 issued to Assistant Manager, FCI ordered that formation of four gangs may be kept in abeyance till further orders. The Area Manager, FCI, Bareilly vide order dated 07.01.2006 formed a three member committee to investigate the dispute and submit recommendations. After hearing other union and considering relevant documents the committee submits its report on 10.01.2006. On the basis of recommendations of three-member committee and considering all representations four gangs were formed by Area Manager in the CB Ganj depot vide order dated 29.01.2007 restoring the gangs formed earlier on 19.06.2004. However, the Area Manager vide order dated 03.02.2007 again kept the above order dated 29.01.2007 in abeyance. Meanwhile the affected workers and also depot manager time and again made submissions for restoring the gangs formed earlier in larger public interest. A letter of local representatives of this union submitted a detailed list of workers of the CB Ganj Depot vide representation dated 16.01.2014 in the meeting held on 17.01.2014 in Regional Office, FCI, Lucknow. The General Manager (Region), FCI, Lucknow forwarding representation dated 16.01.2014 vide letter dated 07.02.2014 to Area Manager, FCI, Bareilly directed for reorganization of gangs as per FCI Headquarters' directions. Four gangs were accordingly formed and Area Manager was informed vide Asstt. General Manager letter dated 28.05.2014. The reorganization of four gangs and order dated 07.02.2014 and dated 28.05.2014 were not implemented by the Area Manager without any reason. FCI management delayed formation of gangs by way of various tactics depriving our members the financial benefits and causing injustice and agony. Hence, he has filed the present claim with the prayer that direct to Area Manager to implement order dated 07.02.2014 and dated 28.05.2014 from FCI Headquarters for restoration of gangs which were kept in abeyance.

WS has been filed by the management. He denies the averment made in his claim statement. He also submits that the prayer made in statement of claim is misconceived and travels beyond the schedule/reference and is devoid of merit and deserves to be dismissed.

After completion of the pleadings, following issues have been framed vide order dated 23.03.2021:-

1. If the proceeding is maintainable.
2. If the action of the management in not implementing the order of Gang formation issued in the year 2014 is legal and proper.

3. If the order of management issued in this regard in 2016 in suppression of the earlier order is justified.
4. To what relief the claimant/union is entitled to.

Now, the matter is listed for workman evidence. Claimant is not appearing since long to substantiate his claim, inspite of providing a number of opportunities.

In these circumstances, when the claimant has not been appearing since long to substantiate his claim, it appears that he is not interested to pursue his case. His claim stands dismissed. Reference is answered accordingly. A copy of this award is sent to the appropriate government for notification as required under section 17 of the ID act 1947. File is consigned to record room.

ATUL KUMAR GARG, Presiding Officer

Date: 25.11.2024

नई दिल्ली, 28 जनवरी, 2025

का.आ. 154.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय खाद्य निगम के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में *दिल्ली इंडियन फूड कॉर्पोरेशन लि. (ID No. 2/2007)* - सह - *जे.एल.के.के. जयपुर के पंचाट (पहचान I.ए.के. 2/2007)* को प्रकाशित करती है, जो केन्द्रीय सरकार को 27/01/2025 को प्राप्त हुआ था।

[सं. एल-22012/177/2005-आई.आर. (सी.एम-II)]

मणिकंदन.एन, उप निदेशक

New Delhi, the 28th January, 2025

S.O. 154.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (**ID. No. 2/2007**) of the **Central Government Industrial Tribunal-cum-Labour Court, Jaipur** as shown in the Annexure, in the industrial dispute between the Management of **Food Corporation of India** and their workmen, received by the Central Government on **27/01/2025**.

[No. L-22012/177/2005- IR (CM-II)]

MANIKANDAN. N, Dy. Director

व्युत्पन्न

दिल्ली इंडियन फूड कॉर्पोरेशन लि. (ID No. 2/2007) , *जे.एल.के.के. जयपुर के पंचाट (पहचान I.ए.के. 2/2007)*

पीठासीन अधिकारी

राधा मोहन चतुर्वेदी

दिल्ली इंडियन फूड कॉर्पोरेशन लि. (ID No. 2/2007)

Reference No. L-22012/177/2005-IR (CM-II)

Dated: 11.07.2006

ओमप्रकाश सैनी पुत्र श्री देवी सहाय सैनी, निवासी— बरखेडा, तहसील व जिला— अलवर राज.

.....प्रार्थी

cuke

क्षेत्रीय प्रबंधक, भारतीय खाद्य निगम, नेहरू प्लेस, टोंक रोड, जयपुर (राज.)

.....अप्रार्थी / विपक्षी

उपस्थित:—

प्रार्थी की ओर से : कोई उपस्थित नहीं।

अप्रार्थी की ओर से : श्री सुरेन्द्र सिंह (नालोटे), अभिभाषक।

% \rf{f}{u}{k} %

fnukd % 08-08-2024

1. श्रम एवं नियोजन मंत्रालय भारत सरकार नई दिल्ली द्वारा दिनांक 11.07.2006 को औद्योगिक विवाद अधिनियम 1947 (जिसे आगे मात्र अधिनियम कहा जायेगा) की धारा 10 (1) (डी) एवं 2। के अन्तर्गत प्रदत्त शक्तियों के अनुसरण में निम्नांकित औद्योगिक विवाद न्यायनिर्णयन हेतु इस अधिकरण को संदर्भित किया गया :-

“Whether the action of the management of Food Corporation of India in terminating the services of Shri Om Prakash Saini w.e.f. 16.12.2003 is legal and justified? If not, to what relief the workman is entitled to?”

2. दिनांक 17.08.2007 को प्रार्थी ने अपने दावे का अभिकथन प्रस्तुत किया। प्रार्थी का कथन है कि विपक्षी ने दिनांक 08.06.2002 को प्रार्थी को दिहाड़ी मजदूरी पर नियुक्ति दी थी और तब से ही चतुर्थ श्रेणी कर्मचारी पद का पूर्ण कालीन कार्य लिया जाने लगा। प्रार्थी ने दिनांक 08.06.2002 से 16.12.2003 तक अपनी सेवाये दी। दिनांक 16.12.2003 को विपक्षी ने बिना कोई कारण बताये सेवा से पृथक कर दिया। प्रार्थी को 60/-रु. दैनिक की दर से मासिक भुगतान किया जाता था। सेवा पृथक करने से पूर्व प्रार्थी को कोई नोटिस, नोटिस वेतन एवं नोटिस मुआवजे का भुगतान नहीं किया गया। विपक्षी का यह कृत्य अधिनियम की धारा 25 F का उल्लंघन है। प्रार्थी ने अपने कार्यकाल में 240 दिन से अधिक कार्य किया। विपक्षी ने प्रार्थी को सेवा पृथक करने के बाद उससे कनिष्ठ व्यक्तियों को नियुक्त किया जो अधिनियम की धारा 25 H के विपरीत है। अतः वाद स्वीकार कर विपक्षी द्वारा की गई मौखिक सेवा समाप्ति की कार्यवाही को अवैध घोषित कर सेवा में निरंतरता और विगत वेतन परिलाभों सहित प्रार्थी को सेवा में बहाल किया जावे।
3. दिनांक 21.12.2009 को विपक्षी की ओर से वादोत्तर प्रस्तुत किया गया। विपक्षी का कथन है कि न तो उन्होंने प्रार्थी को नियुक्ति दी, न ही सेवामुक्त किया। इसलिए प्रार्थी और विपक्षी के मध्य कर्मकार और नियोक्ता का संबंध नहीं है। विपक्षी के अधीन प्रार्थी द्वारा सेवामुक्ति की तिथि से पूर्ववर्ती 12 महीनों की अवधि में 240 दिन कार्य किया जाना सिद्ध करने का भार प्रार्थी पर है। विपक्षी ने प्रार्थी को कोई वेतन भुगतान नहीं किया। ऐसी स्थिति में धारा 25 F के प्रावधानों का अनुपालन करने का प्रश्न उत्पन्न ही नहीं होता। प्रार्थी से कनिष्ठ व्यक्ति को नियुक्त किये जाने का कोई अवसर उत्पन्न नहीं हुआ क्योंकि प्रार्थी को ही नियुक्ति नहीं दी गई। अतः वाद निरस्त किया जावे।
4. दिनांक 21.05.2010 को प्रार्थी ने विपक्षी के वादोत्तर का खण्डन करते हुये अतिरिक्त कथन प्रस्तुत किये हैं, और वाद स्वीकार करने का निवेदन किया है।
5. तत्पश्चात दिनांक 10.12.2015 को विपक्षी ने अपने वादोत्तर में संशोधन करते हुये यह कहा है कि प्रार्थी द्वारा प्रस्तुत कतिपय प्रलेख मूल रूप में प्रस्तुत नहीं हुये हैं और इन पत्रों को प्रार्थी ने स्वयं ही कूट रचित किया है। इन प्रलेखों से यह प्रकट नहीं होता कि प्रार्थी निगम का कर्मचारी है। दिनांक 30.01.2002 से 29.01.2004 तक विपक्षी संस्थान के गोदाम में लोडिंग/अनलोडिंग काम के लिये वीरबल नाम के ठेकेदार का ठेका रहा है। उक्त ठेकेदार का प्रार्थी कर्मचारी रहा हो और उसने भविष्य निधि योजना में अंशदान किया हो, यह संभव है।
6. प्रार्थी ने संशोधित वादोत्तर का भी संशोधित अतिरिक्त कथन प्रस्तुत किया है, और यह कहा कि प्रार्थी का भविष्य निधि अंशदान विपक्षी द्वारा ही काटा गया।
7. प्रार्थी ने अपने साक्ष्य में स्वयं प्रार्थी ओमप्रकाश सैनी को परीक्षित किया और प्रलेखीय साक्ष्य में प्रदर्श- 1 से 3 तक प्रलेख प्रदर्शित किये।
8. विपक्षी ने अपने साक्ष्य में श्री महेन्द्र सिंह, मण्डल प्रबंधक का साक्ष्य शपथ पत्र दिनांक 16.07.2019 का प्रस्तुत किया। प्रलेखीय साक्ष्य में प्रदर्श ड-1, प्रदर्शित किया। उल्लेखनीय है कि विपक्षी साक्षी महेन्द्र सिंह से प्रार्थी पक्ष ने दिनांक 16.07.2019 के उपरांत 12.10.2021 तक अवसर दिये जाने के उपरांत भी प्रतिपरीक्षा नहीं की। दिनांक 12.10.2021 को चूंकि प्रार्थी को अंतिम अवसर भी पूर्व में दिये जा चुके थे, विपक्षी साक्षी महेन्द्र सिंह से प्रार्थी द्वारा प्रतिपरीक्षा का अवसर समाप्त कर दिया गया। तदुपरांत प्रार्थी इस प्रकरण में लगातार अनुपस्थित रहा। अंततः दिनांक 25.07.2024 को विपक्षी के अभिभाषक के मौखिक तर्क इस प्रकरण में सुने गये और साक्ष्य का परिषीलन किया गया। अभिभाषक विपक्षी का यह तर्क है कि प्रार्थी और विपक्षी संस्थान के मध्य नियोजक और कर्मकार का संबंध नहीं है। प्रार्थी अपने साक्ष्य से यह प्रमाणित नहीं कर सका है कि विपक्षी संस्थान ने उसे किसी प्रकार नियुक्त किया हो तथा सेवामुक्ति के पूर्ववर्ती एक वर्ष की अवधि में 240 दिन से अधिक कार्य किया है। प्रदर्श ड-1, सहायक श्रम आयुक्त (केन्द्रीय) जयपुर द्वारा जारी अनुज्ञा पत्र की ओर ध्यान आकृष्ट करते हुये उनका यह तर्क है कि वीरबल नाम के ठेकेदार को विपक्षी संस्थान ने कार्य करने हेतु दिनांक 30.01.2002 को यह अनुज्ञा पत्र जारी किया गया था, जिसे 2.01.2004 तक नवीनीकृत किया गया। इसी ठेकेदार के अधीन संभवतः प्रार्थी ने कार्य किया होगा, जिसके भविष्य निधि के अंतिम भुगतान हेतु विपक्षी ने प्रधान नियोजक होने के कारण प्रार्थना पत्र को भविष्य निधि संगठन को अग्रेषित किया है। इस पत्र के साथ संलग्न प्रदर्श-2, प्रार्थी के प्रार्थना पत्र में प्रार्थी स्वयं ने यह लिखा है कि सेवा छोड़ने का कारण स्वैच्छिक आधार पर छोड़ना है। इसलिये प्रार्थी यह नहीं कह सकता कि उसे विपक्षी संस्थान ने दिनांक 16.12.2003 को सेवामुक्त किया हो। प्रार्थी ने अपनी प्रतिपरीक्षा में स्वीकार किया है कि उसने उपस्थिति का कोई रिकार्ड या वेतन प्राप्त करने का कोई प्रमाण प्रस्तुत नहीं किया है। इसलिये प्रार्थी विपक्षी से कोई अनुतोष नहीं पा सकता। अतः वाद निरस्त किया जावे।

9. उन्होंने अपने तर्क के समर्थन में निम्नांकित न्यायिक दृष्टांत प्रस्तुत किये:—

1. सुरेन्द्र नगर डिस्ट्रिक्ट पंचायत बनाम गंगाबेन लालजी भाई व अन्य (2006) 9 SSC 132।
2. सेक्रेटरी स्टेट ऑफ कर्नाटक व अन्य बनाम उमा देवी (2006) 4 SSC 1।
3. म्युनिसीपल कोर्पोरेशन फरीदाबाद बनाम श्रीनिवास सिविल अपील सं. 1851/2002 (सुप्रीम कोर्ट) निर्णय तिथि 06.09.2004।
4. स्टेट ऑफ हिमाचल प्रदेश बनाम सुरेश कुमार वर्मा व अन्य 1996 (सुप्रीम कोर्ट) 562।
5. रेंज फोरेस्ट ऑफीसर बनाम एस. टी. हादीमनी सिविल अपील सं. 1283/2002 निर्णय तिथि 15.02.2002 (सुप्रीम कोर्ट)।

10. मैंने अभिभाषक विपक्षी के तर्क, साक्ष्य एवं न्यायिक दृष्टांतों में पारित विधि पर ध्यान पूर्वक विचार किया।

11. इस विवाद में निम्नलिखित विचारणीय बिन्दु विनिष्पन्न हेतु उत्पन्न हुये हैं:—

1. क्या प्रार्थी को विपक्षी ने दिनांक 08.06.2002 को दैनिक वेतन भोगी के रूप में नियुक्त किया और दिनांक 16.12.2003 को मौखिक रूप से अधिनियम की धारा 25 F के प्रावधानों का उल्लंघन करते हुये अवैध रूप से सेवामुक्त कर दिया?

.....प्रार्थी

2. क्या विपक्षी ने प्रार्थी को सेवामुक्त करने के उपरांत उससे कनिष्ठ व्यक्तियों को नियुक्त किया और प्रार्थी को वरीयता नहीं दी?

.....प्रार्थी

3. अनुतोष:—

12. विचारणीय बिन्दुओं पर कमिक विनिष्पन्न इस प्रकार है:—

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14. प्रार्थी ओमप्रकाश सैनी ने अपने साक्ष्य के शपथ पत्र में यह कहा है कि विपक्षी ने 08.06.2002 से प्रार्थी को दिहाड़ी मजदूरी पर अलवर में नियुक्ति दी और उससे चतुर्थ श्रेणी पद का पूर्णकालिक कार्य लिया। दिनांक 16.12.2003 को विपक्षी ने बिना कोई कारण बताये प्रार्थी की सेवाये समाप्त कर दी। सेवा समाप्त करने के पूर्व कोई नोटिस या नोटिस वेतन नहीं दिया। प्रार्थी आगे कहता है कि दिनांक 08.06.2002 से 16.12.2003 तक के नियोजन काल में उसने 240 दिन से अधिक कार्य किया। प्रार्थी को उसके सेवा काल के दौरान वेतन भुगतान किया गया और भविष्य निधि योजना के अंतर्गत अंशदान भी काटा गया। प्रार्थी अपनी प्रतिपरीक्षा में यह कहता है कि उसे कोई नियुक्ति पत्र नहीं मिला। दिनांक 08.06.2002 से 16.12.2003 तक उपस्थिति का कोई रिकार्ड उसने पेश नहीं किया है। किंतु आर्च्यजनक रूप से प्रार्थी कहता है कि उपस्थिति का रिकार्ड फोटो प्रतियों के रूप में उसके पास है। साक्षी ने प्रतिपरीक्षा के दौरान कतिपय फोटोप्रतियाँ प्रस्तुत करना चाहा जो अनुप्रमाणित प्रति नहीं है और प्रार्थी द्वारा भी सत्यापित नहीं है। इसलिये उन्हें अभिलेख पर स्वीकार नहीं किया गया। प्रार्थी ने यह भी कहा है कि उसे वेतन दिये जाने का कोई प्रलेख या प्रमाण नहीं है। नगद भुगतान करते थे जिसकी कोई रसीद नहीं होती थी। साक्षी इस तथ्य को अस्वीकार न करते हुये अनभिज्ञता व्यक्त करता है कि उसके कार्य काल के दौरान बीरवल नाम के ठेकेदार का ठेका हो। साक्ष्य की इस स्थिति में यह स्पष्ट है कि प्रार्थी ने स्वयं के शपथ पत्र के अतिरिक्त उपस्थिति एवं वेतन भुगतान संबंधी कोई प्रलेखीय साक्ष्य प्रस्तुत नहीं की है। जो कुछ प्रलेख प्रदर्श— 1 व 2 के रूप में प्रस्तुत किये हैं, उनके आधार पर भी यह प्रमाणित नहीं होता कि प्रार्थी ने दिनांक 08.06.2002 से 16.12.2003 तक विपक्षी के अधीन कार्य किया हो। प्रदर्श— 2 प्रार्थी द्वारा प्रस्तुत भविष्य निधि का दावा प्रस्तुत करने का प्रपत्र है जो चार पृष्ठों में है, और इसमें कई स्थानों पर प्रार्थी के हस्ताक्षर भी हैं। इस प्रपत्र के कालम 6 में सेवा छोड़ने का कारण और तिथि वर्णित करते हुये प्रार्थी ने एक स्थान पर तो दिनांक 16.12.2003 अंकित किया है और दूसरे स्थान पर 01.12.2003 लिखा है। सर्वाधिक महत्वपूर्ण यह है कि सेवा छोड़ने का कारण स्वेच्छिक आधार पर सेवा छोड़ना प्रार्थी स्वयं ने लिखा है। इस प्रकार प्रार्थी स्वयं अपनी स्वीकारोक्ति को किसी भी प्रकार खण्डित नहीं कर सकता है। प्रार्थी स्वयं ने अपनी इच्छा से नौकरी छोड़ना वर्णित किया है।

15. इस अधिकरण द्वारा दिनांक 30.07.2010 को प्रार्थी के प्रार्थना पत्र पर आदेश देते हुये विपक्षी को यह निर्देश दिया है कि उपस्थिति पंजिका और भविष्य निधि अंशदान संबंधी अभिलेख जो कि प्रार्थी से संबंधित हों, सुसंगत हैं यदि यह अभिलेख विपक्षी के अधिपत्य और शक्ति में न हो या अस्तित्व में न हो तो विपक्षी इस संबंध में अपना शपथ पत्र प्रस्तुत करे। इस आदेश के अनुपालन में दिनांक 21.12.2010 को विपक्षी की ओर से क्षेत्रीय प्रबंधक श्री सुखराम मीणा का शपथ पत्र प्रस्तुत किया गया है। इस शपथ पत्र में यह वर्णित है कि चूंकि प्रार्थी को विपक्षी द्वारा कभी नियुक्ति प्रदान नहीं की गई, न ही सेवामुक्त किया गया इसलिए प्रार्थी की नौकरी से संबंधित दस्तावेज विपक्षी के पास उपलब्ध नहीं है। इस शपथ पत्र के उपरांत प्रार्थी से यह अपेक्षा रही कि वह वेतन भुगतान के या उपस्थिति के संबंध

- में कोई अन्य प्रलेखीय साक्ष्य या विपक्षी के अधीन कार्य करने के संबंध में किसी व्यक्ति की मौखिक साक्ष्य अपने कथन के समर्थन में प्रस्तुत करता, लेकिन प्रार्थी ने विपक्षी के अधीन नियुक्त होने और 240 दिन से अधिक कार्य करने के संबंध में कोई विष्वसनीय प्रलेखीय साक्ष्य प्रस्तुत नहीं की, न ही वेतन भुगतान किया जाना प्रमाणित किया। जबकि प्रदर्श-3, राजस्थान ग्रामीण बैंक की पासबुक के अनुसार वह बैंक में अपना खाता भी संधारित करता था।
16. माननीय सर्वोच्च न्यायालय ने अपने निर्णयों सुरेन्द्र नगर डिस्ट्रिक्ट पंचायत बनाम गंगाबेन लालजी भाई व अन्य, रेंज फोरेस्ट ऑफीसर बनाम एस. टी. हादीमनी तथा म्युनिसीपल कोर्पोरेशन फरीदाबाद बनाम श्रीनिवास में यह मार्गदर्शन दिया है कि नियोजक के अधीन एक वर्ष की अवधि में 240 दिन लगातार कार्य करने के तथ्य को प्रमाणित करने का सिद्धीभार कर्मकार पर ही है। उसे स्वयं को परीक्षित करने के अतिरिक्त नियोजन का तथ्य प्रमाणित करने के लिए विश्वसनीय साक्ष्य प्रस्तुत करनी होगी, मात्र स्वयं का शपथ पत्र इस हेतु पर्याप्त नहीं है। वेतन भुगतान प्राप्त करने संबंधी कोई अभिलेख प्रस्तुत न किया जाना प्रार्थी के पक्ष को निर्बल करता है। इस विधि के प्रकाश में यह स्पष्ट है कि प्रार्थी उस पर आरोपित सिद्धीभार का उन्मोचन करने में विफल रहा है।
 17. यहाँ यह उल्लेख किया जाना सुसंगत है कि विपक्षी साक्षी महेन्द्र सिंह से कोई प्रतिपरीक्षा प्रार्थी द्वारा न किये जाने के कारण महेन्द्र सिंह के कथन प्रतिपरीक्षा के अभाव में अखण्डित साक्ष्य के रूप में विद्यमान है। महेन्द्र सिंह ने स्पष्ट रूप से कहा है कि प्रार्थी विपक्षी द्वारा न तो नियुक्त किया गया और न ही सेवामुक्त। प्रार्थी विपक्षी संस्थान का कर्मचारी नहीं था न ही उसे वेतन भुगतान किया गया। प्रार्थी वीरबलराम ठेकेदार का कर्मचारी संभवतः रहा है, और उसी के अधीन उसी के द्वारा भविष्य निधि अंशदान काटा गया होगा। जिसका नियोजन प्रार्थी ने स्वेच्छा से छोड़ा।
 18. साक्ष्य के इस समग्र विवेचन के उपरांत प्रार्थी विपक्षी के अधीन दिनांक 08.06.2002 दैनिक वेतन भोगी के रूप में नियुक्त किया जाना और विपक्षी के अधीन 240 दिन से अधिक कार्य करने का तथ्य प्रमाणित नहीं कर सका है। इसलिये यह बिन्दु प्रार्थी के विरुद्ध निर्णीत किया जाता है।
 19. fopkj.kh; fclUnq l a[; k&2
 20. प्रार्थी ने अपने शपथ पत्र में यह कहा है कि प्रार्थी को सेवामुक्त करने के बाद, बाद में रखे गये श्रमिकों को विपक्षी ने कार्य पर रखा किंतु प्रार्थी से कनिष्ठ श्रमिकों को विपक्षी द्वारा नौकरी में रखा गया हो इस संबंध में प्रार्थी ने उससे कनिष्ठ श्रमिकों को विपक्षी द्वारा नियुक्त किये जाने संबंधी कोई साक्ष्य यथा उन श्रमिकों के नाम एवं नियुक्ति तिथि वर्णित ही नहीं की है। ऐसी स्थिति में यह प्रमाणित नहीं माना जा सकता कि प्रार्थी को सेवामुक्त किये जाने के उपरांत प्रार्थी से कनिष्ठ व्यक्तियों को विपक्षी द्वारा नियोजित किया गया या सेवारत रखा हो। अतः यह बिन्दु प्रार्थी के विरुद्ध निर्णीत किया जाता है।
 21. VUq'k's'k&
 22. विचारणीय बिन्दु संख्या 1 व 2 पर प्राप्त निष्कर्ष के प्रकाश में यह स्पष्ट है कि प्रार्थी विपक्षी के अधीन दिनांक 08.06.2002 को नियुक्त किया जाना प्रमाणित नहीं कर सका है। इसलिये प्रार्थी व विपक्षी के मध्य नियोजक व कर्मकार का संबंध स्थापित नहीं हुआ है। इसलिये विपक्षी कथित सेवामुक्ति के पूर्व प्रार्थी के संबंध में अधिनियम की धारा 25 e के प्रावधानों का अनुपालन करने को किसी प्रकार बाध्य नहीं है। प्रार्थी, विपक्षी से कोई अनुतोष प्राप्त करने का अधिकारी प्रमाणित नहीं होता है।
 23. संदर्भित विवाद का इसी प्रकार न्यायनिर्णयन किया जाता है।
 24. अधिनियम की प्रतिलिपि औद्योगिक विवाद अधिनियम, 1947 की धारा 17 (1) के अनुसरण में प्रकाशनार्थ प्रेषित की जावें।
 25. न्यायालय द्वारा अधिनियम आज दिनांक 08.08.2024 को सुनाया गया।

राधामोहन चतुर्वेदी, पीठासीन अधिकारी

नई दिल्ली, 29 जनवरी, 2025

का.आ. 155.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार केनरा बैंक के प्रबंधतंत्र, संबद्ध नियोजको और उनके कर्मकार श्री विशाल मान के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, **चंडीगढ़ -2** के पंचाट (102/2018) प्रकाशित करती है।

[सं. एल-39025/01/2024-आई आर (बी- II)-50]

सलोनी, उप निदेशक

New Delhi, the 29th January, 2025

S.O. 155.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (**Ref. 102/2018**) of the **Central Government Industrial Tribunal-cum-Labour Court Chandigarh-2** as shown in the Annexure, in the industrial dispute between the management of **Canara Bank** and **Sh. Vishal Mann**.

[No. L-39025/01/2024-IR(B-II)-50]

SALONI, Dy. Director

ANNEXURE
IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR
COURT-II, CHANDIGARH.

Present: Mr. Kamal Kant, Presiding Officer.

ID No. 102/2018

Registered on:-17.01.2019

Sh. Vishal Mann S/o Sh. Jaswant Singh Mann, R/o VPO Gogripur, District Karnal.

.....Workman

Versus

1.Canara Bank, Head Office at Plot No.112, J.C. Road, Town Hall Junction, Bangalore, Karnataka through its General Manger(HR).

2.The Deputy General manager, Canara Bank, Circle Office, Bay No.17-18, Sector 12, Karnal 132001.

3.The Branch Manager, Canara Bank, AT & Post Gonder, District Karnal-132052.

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Respondents/Management

AWARD

Passed On:-29.07.2024

1. The workman Vishal Mann has directly filed the present claim petition under Section 2-A of the Industrial Disputes Act, 1947(hereinafter called as 'Act') with the averment that he was employed as Clerk in the Bank and he was posted at Village Gonder(Karnal) Branch from 31.01.2014. The workman was placed under suspension vide order dated 19.12.2014 on account of various irregularities as leveled in the charge-sheet. The workman was issued the charge-sheet on 16.07.2015 levelling the various charges on account of irregularities which are fully mentioned in para 2 of the claim.

2. The workman filed reply to the alleged charges submitting therein that he has not committed any misconduct or any unauthorized act and the allegations that the workman has committed fraud on the bank and customers is without basis. A regular enquiry was held into the charges leveled against the workman. Accordingly, Sri Shanker Lal, Chief Manager(IR), NIRC, RO Delhi was appointed as Enquiry Officer vide letter dated 15.09.2015. The Enquiry Officer so appointed has conducted an enquiry on 17.11.2015 and 18.03.2016 in which the workman participated with his defence representative. The Enquiry Officer vide his Enquiry Report dated 22.04.2016 submitted his findings, copy of which was received by the workman. The punishing authority i.e. Deputy General Manager, Regional Office, Chandigarh on the basis of enquiry report served a show cause notice on 28.07.2016(Annexure A-2) vide which the punishment of "Dismissal without Notice" to the workman alleging the misconduct causing loss to the bank and fraud by him. The punishing authority vide order dated 25.10.2016 dismissed the services of workman(Annexure A-3). The workman filed an appeal dated 14.12.2016(Annexure A-4) against the dismissal order dated 25.10.2016(Annexure A-3) before the appellate-authority i.e. General Manager. The said appeal was decided by the appellate-authority vide order dated 07.06.2017(Annexure A-5). The appellate-authority without discussing the points raised by the workman and without considering the submissions and contention made by the workman dismissed the appeal of the workman. The workman served a demand notice to the respondent-bank under Section 2-A of the Act(Annexure A-6). During the conciliation proceeding before the ALC(C)Karnal, the respondent-bank filed the reply on 13.02.2018(Annexure A-7). It is therefore, respectfully prayed that the order dated 25.10.2016(Annexure A-3) and order passed by the appellate-authority dated 07.06.2017(Annexure A-5) may kindly be quashed and set aside and the workman be reinstated in service with full back wages along with consequential benefits.

3. The management filed written statement, alleging therein that the workman was involved in fraudulent unauthorized acts and have committed fraud on the bank as well as customers and tarnishing the image of the bank. He was served with a charge-sheet to this effect and a proper inquiry was held after hearing the workman. The enquiry officer gave its finding and thereafter the disciplinary authority dismissed the services of the workman on 25.10.2016(Annexure A-3) and the workman filed an appeal on 14.12.2016(Annexure A-4) against the said order which was also dismissed by the appellate-authority vide order dated 07.06.2017(Annexure A-5). In view of submission made above, it is maintained that the claim of the workman may be dismissed with costs.

4. The case was fixed for evidence of workman by my Ld. Predecessor on 04.05.2021 and case remained pending for filing affidavit by the workman on various dates since 15.07.2021, 10.09.2021, 29.10.2021/02.11.2021, 27.12.2021, 17.05.2022, 20.07.2022, 25.01.2023, 22.03.2023, 10.07.2023, 01.09.2023, 07.11.2023, 31.01.2024, 26.04.2024 and 25.07.2024. However, workman did not appear on any date. Therefore, last opportunity was granted to the workman on 26.04.2024 and on that date also workman did not appear which makes out that the workman was not serious and interested to contest his case on merit.

5. Since the workman has neither put his appearance for long nor he has led any evidence to prove his cause against the management and has left the case unattended for a long time without any intimation, as such, this Tribunal is left with no choice, except to pass a 'No Claim Award'. Accordingly, 'No Claim Award' is passed in the present reference for the non-prosecution of the workman.

6. Let copy of this award be sent to the Appropriate Government as required under Section 17 of the Act for publication.

KAMAL KANT, Presiding Officer